



TO: Mayor and Councilmembers

SUBMITTED BY: Luz “Nina” Buelna, Public Works Director

PREPARED BY: Michael Winnewisser, Project Manager
George Thomson, Parks and Open Space Manager

SUBJECT: Award General Services Agreement for Parks Tree Maintenance Services to West Coast Arborists, Inc.

RECOMMENDATION:

Authorize the City Manager to execute a General Services Agreement with West Coast Arborist, Inc. to provide park tree maintenance services, for a not-to-exceed amount of \$1,190,500 and a termination date of June 30, 2028, with an option to renew for two additional years.

BACKGROUND:

The City of Goleta Public Works Department provides maintenance services for 16 City-owned parks and 15 open spaces, totaling approximately 550 acres, including the Goleta Butterfly Grove at Ellwood Mesa, Stow Grove Park, and Lake Los Carneros. There are estimated to be between 13,000 and 15,000 trees growing throughout these parks and open spaces. The majority of tree maintenance work is done by contracting with private companies to provide annual services. This reduces the City’s ongoing personnel and equipment costs and allows the City to vary the level of services based on available funding and need.

The City is establishing its first annual Tree Maintenance Contract for its parks. Implementing an annual tree maintenance program will enhance community safety, promote tree health, and strengthen the City’s overall urban forest management.

DISCUSSION:

The award of an Annual Parks Tree Maintenance Agreement provides maintenance of the City’s trees with standards established by the American National Standards Institute (ANSI) and the International Society of Arboriculture (ISA). The contract awardee was determined based on the Request for Proposal (RFP) process outlined in Section 3.05.260 of the Goleta Municipal Code as permitted by Section 3.05.150.

The Public Works Department solicited proposals for various tree maintenance vendors in the Santa Barbara Independent on July 17, 2025, and July 25, 2025. Public Works staff also posted the RFP documents on the City's website and the City's PlanetBids portal. The RFP closed August 28, 2025, and proposals were reviewed by staff. The City received a total of eight (8) proposals as shown in Table 1.

Table 1 – Proposals Received

Proposer's Company Name
Mariposa Tree Management, Inc.
Mark Crane's Tree, Inc.
Natural Green Landscape, Inc.
Peterson's Tree Care, Inc.
Tierra Verde Tree Care, Inc.
United Pacific Services, Inc.
West Coast Arborists, Inc.
West Coast Tree Services, Inc.

The most qualified proposal to receive the contract for annual parks maintenance services, as determined by the review team, is West Coast Arborists, Inc. The selection was based on a comprehensive evaluation of several criteria including the qualification of the proposed team, experience and references, understanding of the proposed scope, the approach to the proposed scope, and the proposed schedule. West Coast Arborists, Inc.'s proposal stood out for its strong operational plan, proven track record, and overall value to the city. Therefore, Public Works staff recommends that City Council award and authorize the City Manager to execute a general services agreement for Annual Parks Tree Maintenance Services to West Coast Arborists, Inc., for a not-to-exceed contract amount of \$1,190,500 through Fiscal Year 2027-2028, with an option to renew for two additional years.

FISCAL IMPACTS:

The agreement for Annual Parks Tree Maintenance Services has a total not-to-exceed cost of \$1,190,500. The term of this agreement will span over three fiscal years, with a termination date of June 30, 2028, and an option for a two-year extension. The agreement's estimated annual not-to-exceed amount is subject to the City's budget approval each fiscal year within the contract term. Once the budget is adopted for future fiscal years, Public Works staff will align the scope of work with available funds and make adjustments as needed.

Additionally, this maintenance work shall be funded in part by the USDA Forest Service Urban Forestry \$1 million grant. The grant funds tree risk assessments, tree pruning, dead tree removals, and related urban forest management programs identified in the City's adopted Urban Forest Management Plan.

Table 2 summarizes the estimated costs and the funding sources. The funding amounts shown represent estimated total allocations toward the contract's not-to-exceed amount and do not obligate the City to spend the full amount in any given year.

Table 2: Tree Maintenance Costs/Funding

Project Components	Project Costs	Funding Source	Estimated Funding Amounts
Parks Tree Maintenance Total	\$1,190,500	101-50-5400-51300 (Contract Services)*	\$900,000
		425-50-5400-51200 (USDA Urban Forestry Grant)	\$290,500
TOTAL	\$1,190,500	TOTAL	\$1,190,500

*FY25-26 budget currently programmed \$450,000 (\$200,000 Ellwood Mesa Tree Maintenance and \$250,000 Tree Trimming and Removal). Actual funding amounts are subject to annual budget adoption.

ALTERNATIVES:

Council may reject the proposal presented and use whatever method deemed appropriate, such as rebidding or negotiating a contract. However, doing so could delay the necessary tree maintenance of the City's parks and open spaces by up to four months and may not produce any additional responsive and responsible bidders that are more qualified.

LEGAL REVIEW BY: Isaac Rosen, City Attorney

APPROVED BY: Robert Nisbet, City Manager

ATTACHMENTS:

1. General Services Agreement with West Coast Arborists, Inc. for Annual Parks Maintenance Services

ATTACHMENT 1

General Services Agreement with West Coast Arborists, Inc. for Annual Parks
Maintenance Services

Project Name: Annual Parks Tree Maintenance Services

**AN AGREEMENT FOR GENERAL SERVICES
BETWEEN THE CITY OF GOLETA
AND
WEST COAST ARBORISTS INC.**

THIS GENERAL SERVICES AGREEMENT ("Agreement"), made and entered into this ____ day of _____, _____, by and between the **CITY OF GOLETA**, a municipal corporation (hereinafter referred to as "City"), and **WEST COAST ARBORISTS, INC.** a California Corporation (hereinafter referred to as "Service Provider").

SECTION A. RECITALS

1. This Service Provider will be providing tree maintenance services in conjunction with the Annual Parks Tree Maintenance Project; and
2. Service Provider represents that it is sufficiently experienced and capable of providing the services agreed to herein and are sufficiently familiar with the needs of the City; and
3. Service Provider was recommended for award of this Agreement in compliance with Goleta Municipal Code Section 3.05.080; and
4. The City Council, on this ____ day of _____, 20____, approved this Agreement and authorized the City Manager to execute the Agreement.

SECTION B. TERMS

1. RETENTION OF SERVICE PROVIDER

City hereby retains Service Provider, and Service Provider hereby accepts such engagement, to perform annual parks tree maintenance services as requested, and attached herein as **Exhibit "A"**. Service Provider warrants it has the qualifications, experience and facilities to properly and timely perform said services.

2. COMPENSATION AND PAYMENT

(a) Maximum and Rate. The total compensation earned by or payable to the Service Provider, by the City, for any and all services under this Agreement are estimated to be **\$1,190,500**, and **SHALL NOT EXCEED** the sum of **\$1,190,500** over the life of the Agreement, and shall be earned on the following basis:

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Hourly at the hourly rates and with reimbursement to the Service Provider for those expenses set forth in Service Provider's Schedule of Fees marked **Exhibit "B,"** attached and incorporated herein.

(b) Payment. All payments shall be made within 30 days after the Service Provider has provided the City with written verification of the actual compensation earned, which written verification shall be in a form satisfactory to the City's Project Manager.

3. CITY PROJECT MANAGER AND SERVICES BY CITY

The services to be performed by the Service Provider shall be accomplished under the general direction of, and coordinate with, the City's "Project Manager", as that staff person is designated by the City from time to time, and who presently is George Thomson.

4. AGREEMENT PERFORMANCE

Non-Exclusivity. This Agreement is non-exclusive. City reserves the right to retain, employ, Agreement with other qualified providers of services during the term of this Agreement on such occasions and in such circumstances as City shall determine are appropriate.

Ability to Perform. The Service Provider warrants that it possesses, or has arranged through subcontracts, all capital and other equipment, labor, materials, and licenses necessary to carry out and complete the work hereunder in compliance with any and all federal, state, county, city, and special district laws, ordinances, and regulations.

Laws to be Observed. The Service Provider shall keep itself fully informed of and shall observe and comply with all applicable state and federal laws and county and City of Goleta ordinances, regulations and adopted codes during its performance of the work.

Payment of Taxes. The Agreement prices shall include full compensation for all taxes which the Service Provider is required to pay.

Permits and Licenses. The Service Provider shall procure all permits and licenses, pay all charges and fees, and give all notices necessary.

Prevailing Wage. The Service Provider is obligated to pay prevailing wages under the California Labor Code. Service Provider agrees to indemnify, defend and hold City harmless from any claim that prevailing wages should have been paid, and shall be liable for the payment of the same and any penalties thereon. It is the responsibility of the Service Provider to be familiar with the California Labor Code,

and failure or neglect of the Service Provider to understand the California Labor Code shall in no way relieve him from any obligations.

Safety Provisions. The Service Provider shall conform to the rules and regulations pertaining to safety established by OSHA and the California Division of Industrial Safety.

Preservation of City Property. The Service Provider shall provide and install suitable safeguards, approved by City, to protect City property from injury or damage. If City property is injured or damaged as a result of the Service Provider's operations, it shall be replaced or restored at the Service Provider's expense. The facilities shall be replaced or restored to a condition as good as when the Service Provider began work.

Immigration Act of 1986. The Service Provider warrants on behalf of itself and all subcontractor Providers engaged for the performance of this work that only persons authorized to work in the United States pursuant to the Immigration Reform and Control Act of 1986 and other applicable laws shall be employed in the performance of the work hereunder.

Nondiscrimination. The City reaffirms its ongoing commitment to equality in the conduct of City business, and prohibits any policy, plan, program, custom or practice, including harassment, in the conduct of City business. No discrimination or discriminatory practice shall occur in either employment of persons for, or completion of, the work contemplated by this Agreement, when such discrimination is based on race, color, national origin, or ancestry; religion; sex; gender, gender identity, gender expression, or gender transitioning status; physical disability, mental disability, medical condition, or genetic information; marital or domestic partner status; citizenship status; age; sexual orientation; exercising a legally protected right to an employment leave of absence; status as a victim of domestic violence, sexual assault, or stalking; reproductive health decision-making, or any other classification protected under state or federal law. Among other possible violations of law, a violation of this section exposes Service Provider to the penalties provided for in Labor Code Section 1735.

Paper Products and Printing Requirements. To the extent this contract provides paper products, and printing and writing paper for the City, Service Provider must meet quality standards and criteria specified in [SB 1383](#), [Sections 22150-22154 of the Public Contract Code](#) and [16 Code of Federal Regulations \(CFR\) Section 260.12](#) by:

- a. If fitness and quality are equal, provide recycled products, instead of nonrecycled products whenever recycled products are available at the same or a lesser total cost than nonrecycled items.

- b. Provide paper products and printing and writing paper that meet Federal Trade Commission recyclability standard as defined in 16 CFR Section 260.12.
- c. Certify in writing, under penalty of perjury, the minimum percentage of postconsumer material in the paper products and printing and writing paper offered or sold to the City. This certification requirement may be waived if the percentage of postconsumer material in the paper products, printing and writing paper, or both can be verified by a product label, catalog, invoice, or a manufacturer or vendor internet website.
- d. Certify in writing, on invoices or receipts provided, that the paper products and printing and writing paper offered or sold to the City is eligible to be labeled with an unqualified recyclable label as defined in 16 CFR Section 260.12.
- e. Comply with any other requirements in Goleta Municipal Code Section 8.10.900(B).

Organic Waste Use Requirements. To the extent this contract provides landscaping maintenance, renovation, and construction services, Service Provider must:

- a. Use compost and SB 1383 eligible mulch, as practicable, produced from recovered organic waste, for all landscaping renovations, construction, or maintenance performed for the City, whenever available, and capable of meeting quality standards and criteria specified. SB 1383 eligible mulch used for land application must comply with 14 CCR Section 18993.1 - 18993.4, and must meet or exceed the physical contamination, maximum metal concentration and pathogen density standards specified in 14 CCR Sections 17852(a)(24.5)(A)(1) through (3).
- b. Keep and provide records of procurement of recovered organic waste products (either through purchase or acquisition) to the City's Designated Representative, upon completion of projects. Information to be provided must include:
 - i. General description of how and where the product was used and if applicable, applied;
 - ii. Source of product, including name, physical location, and contact information for each entity, operation, or facility from whom the recovered organic waste products were procured;

- iii. Type of product;
 - iv. Quantity of each product; and,
 - v. Invoice or other record demonstrating purchase or procurement.
- c. Comply with all requirements in Goleta Municipal Code Section 8.10.900(A).

Work Delays. Should the Service Provider be obstructed or delayed in the work required to be done hereunder by changes in the work or by any default, act, or omission of City, or by strikes, fire, earthquake, or any other Act of God, or by the inability to obtain materials, equipment, or labor due to federal government restrictions arising out of defense or war programs, then the time of completion may, at City's sole option, be extended for such periods as may be agreed upon by City and the Service Provider. In the event that there is insufficient time to grant such extensions prior to the completion date of the Agreement, City may, at the time of acceptance of the work, waive liquidated damages which may have accrued for failure to complete on time, due to any of the above, after hearing evidence as to the reasons for such delay, and making a finding as to the causes of same.

Inspection. The Service Provider shall furnish City with every reasonable opportunity for City to ascertain that the services of the Service Provider are being performed in accordance with the requirements and intentions of this Agreement. All work done and all materials furnished, if any, shall be subject to City's inspection and approval. The inspection of such work shall not relieve Service Provider of any of its obligations to fulfill its Agreement requirements.

Audit. City shall have the option of inspecting and/or auditing all records and other written materials used by Service Provider in preparing its invoices to City as a condition precedent to any payment to Service Provider.

Interests of Service Provider. The Service Provider covenants that it presently has no interest, and shall not acquire any interest, direct or indirect or otherwise, which would conflict in any manner or degree with the performance of the work hereunder. The Service Provider further covenants that, in the performance of this work, no subcontractor or person having such an interest shall be employed. The Service Provider certifies that no one who has or will have any financial interest in performing this work is an officer or employee of City. It is hereby expressly agreed that, in the performance of the work hereunder, the Service Provider shall at all times be deemed an independent Service Provider and not an agent or employee of City.

5. TERM

This Agreement shall expire on June 30, 2028.

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6. OWNERSHIP OF DOCUMENTS

All drawings, designs, data, photographs, reports and other documentation (other than Service Provider's drafts, notes and internal memorandum), including duplication of same prepared by Service Provider in the performance of these services, shall become the property of the City upon termination of the consulting services pursuant to this Agreement and upon payment in full of all compensation then due Service Provider. If requested by the City, all, or the designated portions of such, shall be delivered to the City. The City agrees to hold the Service Provider harmless from all damages, claims, expenses and losses arising out of any reuse of the plans and specifications for purposes other than those described in this Agreement, unless written authorization of the Service Provider is first obtained.

7. PERSONAL SERVICES/NO ASSIGNMENT/SUBSERVICE PROVIDER

This Agreement is for general services which are personal to City. Patrick Mahoney is deemed to be specially experienced and is a key lead for services provided, and shall be directly involved in performing, supervising or assisting in the performance of this work. This key person shall communicate with, and periodically report to, City on the progress of the work. Should any such individual be removed from assisting in this contracted work for any reason, City may terminate this Agreement. Service Provider must ensure that subcontractors must adhere to all applicable provisions of this Agreement relating to providing services to City. This Agreement is not assignable by Service Provider without City's prior consent in writing.

8. HOLD HARMLESS AND INDEMNITY

(a) Hold Harmless for Service Provider's Damages. The Service Provider holds the City, its elected officials, officers and employees, harmless from all of Service Provider's claims, demands, lawsuits, judgments, damages, losses, injuries or liability to the Service Provider, to the Service Provider's employees, to Service Provider's Service Providers or subcontractor, or to the owners of the Service Provider's firm, which damages, losses, injuries or liability occur during the work or services required under this Agreement, or occur while Service Provider is in a City building or on City property, or which are connected, directly or indirectly, with the Service Provider's performance of any activity or work required under this Agreement.

(b) Defense and Indemnity of Third-Party Claims/Liability. Service Provider shall investigate, defend, and indemnify the City, its elected officials, officers and employees, from any claims, lawsuits, demands, judgments and all liability including, but not limited to, monetary or property damage, lost profit, personal injury, wrongful death, general liability, automobile, infringement of

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copyright/patent/trademark, professional errors and omissions arising out of, directly or indirectly, an error, a negligent act or negligent omission of the Service Provider or of Service Provider's subcontractor, or the willful misconduct of the Service Provider or Service Provider's Service Providers/subcontractor, in performing the services described in, or normally associated with, this type of contracted work. The duty to defend shall include any suits or actions in law or equity concerning any activity, product or work required under this Agreement, and also include the payment of all court costs, attorney fees, expert witness costs, investigation costs, claims adjusting costs and any other costs required for and related to such litigation.

(c) Nonwaiver. The City does not waive, nor shall be deemed to have waived, any indemnity, defense or hold harmless rights under this section because of the acceptance by the City, or the deposit with the City, of any insurance certificates or policies described in section 10.

9. INSURANCE

Service Provider shall, at Service Provider's sole cost and expense, provide insurance as described herein. All insurance is to be placed with insurers authorized to do business in the State of California with an A.M. Best and Company rating of A- or better, Class VII or better, or as otherwise approved by City.

Insurance shall include the following (or broader) coverage:

- a) Insurance Services Office Commercial Liability coverage "occurrence" form CG 00 01 or its exact equivalent with an edition date prior to 2004 and with minimum limits of \$1,000,000 per occurrence and \$2,000,000 in the aggregate.
- b) Insurance Services Office form number CA 00 01 or equivalent covering Automobile Liability, including hired and non-owned automobile liability with a minimum limit of \$1,000,000 per accident. If the Service Provider owns no vehicles, this requirement may be satisfied by a non-owned and hired auto endorsement to Service Provider's commercial general liability policy.
- c) Workers' Compensation insurance complying with California worker's compensation laws, including statutory limits for workers' compensation and an Employer's Liability limit of \$1,000,000 per accident or disease.

Liability insurance policies required to be provided by Service Provider hereunder shall contain or be endorsed to contain the following provisions:

- a) Except for professional liability insurance, City, its employees, officials, agents and member agencies shall be covered as additional insureds.

Coverage shall apply to any and all liability arising out of the work performed or related to the Agreement. Additional insured status under the general liability requirement shall be provided on Insurance Services Office Form CG 20 10, with an edition date prior to 2004, or its equivalent. Additional insured status for completed operations shall be provided either in the additional insured form or through another endorsement such as CG 20 37, or its equivalent.

- b) General and automobile liability insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability. Coverage will not be limited to City's vicarious liability.
- c) Except for professional liability insurance, liability coverage shall be primary and non-contributing with any insurance maintained by City.
- d) Evidence of coverage (including the workers' compensation and employer's liability policies) shall provide that coverage shall not be suspended, voided, canceled or reduced in coverage or in limits except after 30 days' prior written notice has been given to City. Such provision shall not include any limitation of liability of the insurer for failure to provide such notice.
- e) No liability insurance coverage provided to comply with this Agreement shall prohibit Service Provider, or Service Provider's employees, or agents, from waiving the right of recovery prior to a loss. Service Provider waives its right of recovery against City.
- f) Service Provider agrees to deposit with City within fifteen days of Notice to Proceed of the Agreement certificates of insurance and required endorsements.
- g) There shall be no recourse against City for payment of premiums or other amounts with respect to the insurance required to be provided by Service Provider hereunder. Any failure, actual or alleged, on the part of City to monitor compliance with these requirements will not be deemed as a waiver of any rights on the part of City. City has no additional obligations by virtue of requiring the insurance set forth herein. In the event any policy of insurance required under this Agreement does not comply with these requirements or is canceled and not replaced, City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by City will be promptly reimbursed by Service Provider or City will withhold amounts sufficient to pay premium from Service Provider payments.

- h) Service Provider agrees to provide immediate notice to City of any claim or loss against Service Provider arising out of the work performed under this Agreement. City assumes no obligation or liability by such notice, but has the right (but not the duty) to monitor the handling of any such claim or claims if they are likely to involve City.

10. RELATION OF THE PARTIES

The relationship of the parties to this Agreement shall be that of independent contractor and that in no event shall Service Provider be considered an officer, agent, servant or employee of City. The Service Provider shall be solely responsible for any workers compensation insurance, withholding taxes, unemployment insurance, and any other employer obligations associated with the described work.

11. TERMINATION BY CITY

The City, by notifying Service Provider in writing, may upon five (5) calendar days notice, terminate any portion or all of the services agreed to be performed under this Agreement. In the event of such termination, Service Provider shall have the right and obligation to immediately assemble work in progress for the purpose of closing out the job. All compensation for actual work performed and charges outstanding at the time of termination shall be payable by City to Service Provider within 30 days following submission of a final statement by Service Provider.

12. CORRECTIONS

The Service Provider shall correct, at its expense, all errors in the work which may be disclosed during the City's review of the Service Provider's work. Should Service Provider fail to make such correction in a reasonably timely manner, such correction shall be made by the City, and the cost thereof shall be charged to Service Provider.

13. ACCEPTANCE OF FINAL PAYMENT CONSTITUTES RELEASE

The acceptance by Service Provider of the final payment made under this Agreement shall operate as and be a release of the City from all claims and liabilities for compensation to Service Provider for anything done, furnished or relating to Service Provider's work or services. Acceptance of payment shall be any negotiation of City's check or the failure to make a written extra compensation claim within five (5) calendar days of the receipt of that check, whichever occurs first. However, any approval or payment by the City shall not constitute, nor be deemed, a release of the responsibility and liability of Service Provider, its employees, subcontractors, agents and Service Providers for the accuracy and competency of the information provided and/or work performed; nor shall such approval or

payment be deemed to be an assumption of such responsibility or liability by the City for any defect or error in the work prepared by Service Provider, its employees, subcontractor, agents and Service Providers.

14. WAIVER; REMEDIES CUMULATIVE

Failure by a party to insist upon the strict performance of any of the provisions of this Agreement by the other party, irrespective of the length of time for which such failure continues, shall not constitute a waiver of such party's right to demand strict compliance by such other party in the future. No waiver by a party of a default or breach of the other party shall be effective or binding upon such party unless made in writing by such party, and no such waiver shall be implied from any omissions by a party to take any action with respect to such default or breach. No express written waiver of a specified default or breach shall affect any other default or breach, or cover any other period of time, other than any default or breach and/or period of time specified.

15. CONFLICT OF INTEREST

Service Provider is unaware of any City employee or official that has a financial interest in Service Provider's business. During the term of this Agreement and/or as a result of being awarded this Agreement, the Service Provider shall not offer, encourage or accept any financial interest in Service Provider's business by any City employee or official. If a portion of Service Provider's services called for under this Agreement shall ultimately be paid for by reimbursement from and through an Agreement with a developer of any land within the City or with a City franchisee, the Service Provider warrants that it has not performed any work for such developer/franchisee within the last 12 months, and shall not negotiate, offer or accept any Agreement or request to perform services for that identified developer/franchisee during the term of this Agreement.

16. GOVERNING LAW

This Agreement, and the rights and obligations of the parties, shall be governed and interpreted in accordance with the laws of the State of California and, should litigation occur, venue shall be in the Superior Court of Santa Barbara.

17. CAPTIONS

The captions or headings in this Agreement are for convenience only and in no other way define, limit or describe the scope or intent of any provision or section of the Agreement.

18. ENTIRE AGREEMENT BETWEEN PARTIES

Except for Service Provider's proposals and submitted representations for obtaining this Agreement, this Agreement supersedes any other agreements, either oral or in writing, between the parties hereto with respect to the rendering of services, and contains all of the covenants and agreements between the parties with respect to said services.

19. NOTICES

Any notice required to be given hereunder shall be deemed to have been given by depositing said notice in the United States mail, postage prepaid, and addressed as follows:

TO CITY: Robert Nisbet, City Manager
City of Goleta
130 Cremona Drive, Suite B
Goleta, CA 93117

TO SERVICE PROVIDER: Patrick Mahoney
West Coast Arborists
11405 Nardo Street
Ventura, CA 93004

20. COUNTERPARTS AND ELECTRONIC/FACSIMILE SIGNATURES

This Agreement may be executed in several counterparts, which may be facsimile or electronic copies. Each counterpart is fully effective as an original, and together constitutes one and the same instrument.

21. FEDERAL REQUIREMENTS

USDA financial assistance will be used to fund all or a portion of this contract. The Service Provider shall comply with all federal requirements including, but not limited to, the following:

1. 2 C.F.R. Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which is expressly incorporated herein by reference.
2. Federal Contract Provisions attached hereto as **Exhibit "C"** and incorporated herein by reference.

Subcontracts, if any, shall contain a provision making them subject to all of the provisions stipulated in the contract, including but not limited to, 2 C.F.R. Part 200 and the Federal Contract Provisions.

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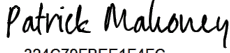
With respect to any conflict between such federal requirements and the terms of this contract and/or the provisions of state law and except as otherwise required under federal law or regulation, the more stringent requirement shall control.

In concurrence and witness whereof, this Agreement has been executed by the parties effective on the date and year first above written.

CITY OF GOLETA


Robert Nisbet, City Manager

WEST COAST ARBORISTS, INC.

Signed by:

324679FBEE4F4FC...
Patrick Mahoney, President

ATTEST:

Deborah Lopez, City Clerk

DocuSigned by:

E7EE9F99D1904DA...
Richard Mahoney, Secretary

APPROVED AS TO FORM:
ISAAC ROSEN, CITY ATTORNEY

Signed by:

4365248AE5424CE...

Scott Shapses, Deputy City Attorney

EXHIBIT A SCOPE OF SERVICES

The scope of contracted work shall consist of pruning, removal, stump grinding, street light line clearance, and other maintenance of trees, palms, and other woody plants, along street corridors, and throughout parks, open spaces and facilities within the City of Goleta, hereafter referred to as the City.

I. General Provisions

Contractor shall be aware of and shall comply with the City Municipal Codes governing tree work, traffic control and any other regulations that may affect operations. It shall be understood that the Contractor will be required to perform and complete the proposed tree maintenance work in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to perform the work described herein in strict accordance with these specifications and subject to the terms and conditions of the contract. All work shall be performed by a tree care contractor who shall be licensed by the State of California Contractors State License Board (Classification C- 61/Category D-49) to provide contract services within the State of California.

A. Measurement and Payment

Payment for the various items in the fee schedule, as further specified herein, shall include full compensation to the Contractor for furnishing all labor, materials, tools, equipment and incidentals, and for doing all the work involved in completing the various items of Work as detailed in this Scope and Specifications.

No separate payment will be made for any item that is not specifically set forth in the fee schedule except by Additional Services which shall be approved by City's Project Manager and all costs therefore shall be included in the prices named in the fee schedule for the various appurtenant items of work.

All work not meeting the Contract Specifications, unless otherwise approved by the City, shall be reworked at the Contractor's expense. Work quantities included in this scope and associated solicitation documents are estimates and are not guaranteed and are subject to annual budgetary approval.

i. Unit Prices for Demand Pruning

Work orders for Demand Pruning are based on service requests with specific objectives in various locations within the City boundaries and may or may not be at contiguous locations. These may be trees that are being pruned out of cycle or require work beyond typical pruning specifications.

These items will be paid by quantity at a set cost. The Contractor shall include all labor and mobilization of equipment costs into its fee for all work required. There will be no separate measurement or payment for travel time.

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B. Invoicing

The Contractor shall submit one invoice at the end of each calendar month. All invoices shall reference the purchase order number and contract number and detail the dates and hours worked by each crew during that month. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and trunk diameter of each individual tree. Other reporting may be requested as needed. Failure to submit invoices in this format may result in non- payment until these requirements are met.

The City will promptly review all invoices submitted by the Contractor. Any invoice that the City determines is not proper will be returned to the Contractor with a written explanation of the reasons for the City's determination. Any invoice that is properly submitted and undisputed by the City will be processed for payment and will be paid in full; retention will not be withheld.

C. Notice to Proceed

A Notice to Proceed will be issued to the Contractor upon receipt of a fully executed contract, insurance certificates, receipt of approval by other governmental agencies (if required), and any other documentation required by the City.

D. Coordination

i. Work Week

The normal work week shall be Monday through Friday, 8:00 a.m. to 4:00 p.m., excluding City holidays. Where traffic, parking or other constraints exist, the work week may be modified. All work week modifications shall be approved by the City's project manager. City holidays include:

1. Memorial Day Weekend
2. July 4th Weekend
3. Labor Day Weekend
4. Thanksgiving
5. Christmas Eve
6. Christmas Day
7. New Year's Eve
8. New Year's Day

ii. Cease of Operations

The Project Manager will determine when weather or other conditions prevent safe or efficient work operations.

iii. Digital Photos

Contractor may be asked to supply "Before and after" trimming pictures that are suitable for reproduction when requested by the City.

E. Contractor Requirements

i. Corporate Capability

Contractor's qualifications applicable to this project, must including the following:

- Affirmative statement of compliance with indemnity and insurance
- State of California Contractor's License number and expiration date, C61/D-49 and any other applicable licenses
- DIR Registration number

ii. Experience

Contractor shall have at least ten (10) years of current experience performing contract tree pruning and removal work in the state of California. Contractor's local management staff shall be completely qualified to perform the work of this contract and have a minimum of five (5) years current experience performing this work in the state of California.

iii. Capacity

Contractor shall provide sufficient labor and equipment resources to perform the work of this project in a safe and efficient manner. Contractor shall have a minimum crew capacity of three (3) crews. Contractor shall have sufficient labor and equipment resources as requested in this section to perform the work of this project.

iv. Employee Training

Contractor shall provide proof of internal tree maintenance, safety, and arboricultural training programs information.

v. Local Office

Contractor's local office shall be located within 100 miles and Contractor's yard shall be within 40 miles of the City.

F. Staffing Requirements

The Contractor is required at all times to provide sufficient workforce and supervisory personnel to perform the specified services and to meet the requirements of the City. When in times of high demand, the contractor shall make available to the City a minimum of three (3) crews.

i. Crew Size

The standard crew is three persons, one chipper truck, one chipper, one aerial lift and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects or trimming specific trees requiring immediate attention prior to their scheduled trim.

ii. Qualified Personnel

• Supervision

The Contractor shall provide qualified supervisory staff. One competent individual will be available at all times to supervise the work, and assigned to be the Project Superintendent. This individual shall be a full-time employee and be a current International Society of Arboriculture Certified Arborist. This individual shall be experienced in the type of work being performed and fully capable of managing, directing, and coordinating the work, reading and thoroughly understanding the contract, and receiving and carrying out directions from the City. This individual must be able to speak and write English and receive and communicate to the crew and property owner's instructions and information relevant to the work order.

The Project Superintendent individual must be reachable via cell phone, email or fax during business hours (Monday – Friday, 8:00 AM to 4:00 PM) during the Contract Period. The Contractor shall not change its designated Project Superintendent without written notification to the City seventy-two (72) hours in advance. The new Project Superintendent will be subject to the approval of the Project Manager. Breach of these provisions may constitute just cause for suspension of the Work until a qualified and acceptable superintendent is assigned to the Project.

• Crew

Each tree maintenance crew shall include:

- Lead climber who will serve as Crew Foreman with current certification as an ISA Certified Arborist, or Western Chapter International Society of Arboriculture Certified Tree Worker (CTW). The lead climber shall be fluent in English and capable of preparing clear and concise daily work summary reports on City furnished or other approved forms.
- A second climber, with a minimum of three (3) years current ornamental pruning experience.
- A ground person with a minimum of one (1) year general ground work experience.

The individual assigned Crew Foreman shall remain with his/her crew at all times throughout the working day.

Each tree removal crew shall include three employees with a minimum of three (3) current years removal experience.

Each stump grinding crew shall include two employees with a minimum of two (2) years stump grinding experience.

Contractor shall have available all certifications, degrees, or any other documentation that provide evidence of experience and certifications of staff. List of staff qualifications include but are not limited to:

- All ISA Certified Arborists employed by the firm.
- All ISA TRAQ qualified tree risk assessors employed by the firm.
- All ISA Certified Tree workers employed by the firm.
- All ISA Utility Line Clearance Tree workers employed by the firm if any.
- All Certified Utility Arborists employed by the firm if any.

All certifications and degrees shall be current at the time of Contract award and shall remain current and up to date throughout the life of the Contract.

The Contractor must have staff that includes Certified Crane or Boom Lift Operator(s) as recognized by national Commission for the Certification of Crane Operators (NCCCO).

All personnel are subject to the approval of the Project Manager. If the Project Manager finds the Contractor's employee to be unsatisfactory, the Contractor shall replace that employee immediately.

iii. Communication Device Requirements

The Superintendent and Crew Foreman or equivalents must have a communication device, such as a smart phone, in the field at all times during normal working operations. Two modes of communication such as a smart phone and two-way communication device must also be on-hand during an emergency event. The City may request to utilize this technology for the transfer of electronic documents.

iv. Personnel Uniforms and Identification

All contractor personnel shall be required to wear uniforms bearing the contractor's company name while completing City work assignments. Uniforms shall consist of a shirt and/or jacket with company and employee name neatly screen printed or embroidered and conspicuous.

All Contractor personnel shall be clearly identified with the name of the company on their uniform. Tank tops shirts and shorts are not allowed. Shirts must be worn at all times, and personnel shall maintain a neat and clean appearance. All personnel must wear high visibility safety vests that meet ANSI standards while working in traffic areas.

G. Equipment Requirements

The tree maintenance crew shall be equipped with:

- An aerial lift truck (55 feet working height).
- A dump truck with chipper body (8 cubic yard capacity).
- A brush chipper (minimum 12" capacity).
- Chain saws, hand saws, pole pruners, pole saws, loppers and hand pruners.
- Climbing and personal safety gear.
- Traffic control signs and other equipment necessary to perform the work.

The stump removal crew shall be equipped with:

- Dump truck with a minimum of four (4) cubic yard capacity.
- Power sod cutter (on an as needed basis).
- Shielding: 4'x8' plywood sheeting or approved equal.
- Wrenches: Shut-off wrenches specifically for water meters and gas meters.
- Barricades: Type II and III conforming to Section 6F.63 of the California MUTCD. Each barricade shall be equipped with Type A low intensity flashing warning light conforming to Section 6F.78 of the California MUTCD.
- Tape: 3 inches wide, yellow vinyl barrier tape with black lettering stating "Caution".
- Traffic control signs and other equipment necessary to perform the work.

All vehicles and equipment used in the performance of work assigned under this contract shall be in good working order and in compliance with all local, state and federal laws. The Contractor must demonstrate to the satisfaction of the City that the maintenance equipment to be used in the Work is in good working condition and suitable for performing the Work required. The Contractor must operate all work equipment in a safe manner so as to not create a hazard to the public.

Vehicles shall display signage noting contractor's name, telephone number, and "City of Palo Alto Urban Forestry Contractor." City identification signs shall not be displayed when performing any work outside of this contract.

Contractor vehicles will be equipped with all warning lights, signage, and other equipment necessary to safely work in the City right-of-way.

Contractor shall have available an equipment inventory list including:

Trucks, aerial devices, chippers, stump grinders, hand tools, and other equipment which are necessary to perform the work as outlined in these specifications. Contractor shall submit proof of OSHA certification of aerial equipment to be used throughout the term of this project.

H. Safety Requirements

Contractor shall plan and conduct all work in a manner that will safeguard all persons from injury and shall take all precautions required by applicable local, County, State or Federal requirements.

- i. Contractor shall be solely responsible for complying with OSHA and Cal OSHA Safety Orders, City Code, and the California Manual on Uniform Traffic Control Devices (MUTCD), so as to protect all persons, including employees from foreseeable injury, or damage to property.
- ii. Proposed lane/safety closures including placement of cones, signs, barricades, and other traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and the WATCH Manual.
- iii. Traffic and Road Signs – All trees, shrubs, ground cover, etc. shall be kept trimmed to always keep all signs clearly visible to traffic.
- iv. Existing Utility Improvements – All work performed, which may affect existing utility improvements, shall be done after the notification of Underground Service Alert (USA) and the affected utility company by the Contractor and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.
- v. All work within 10 feet of any overhead high voltage electrical conductors shall be prohibited. Any work that requires less than 10 feet of clearance from high voltage electrical conductors shall be referred back to the Project Manager and will not be completed by the Contractor.
- vi. Tree care operations that involve climbing or other aerial work may be temporarily suspended during inclement weather with prior approval from the Urban Forestry Section.
- vii. All equipment to be used and all work to be performed shall be in full compliance with most current revision of American National Standards

Institute, standard Z-133.1 (Safety Requirements for Pruning, Trimming, Repairing, Maintaining, Removing, and for Cutting Brush). These standards are made part of the contract by this reference.

- viii. The Contractor shall be solely responsible for pedestrian and vehicular safety and shall provide warning devices, barricades, and ground personnel needed to give safety, protection and warning to persons and vehicular traffic within the area in accordance with the California MUTCD.

I. Liability for Damage to Property and/or Plant Material

The Contractor shall be solely and completely responsible for job site conditions and safety during the term of the Contract. This obligation shall include the safety of all persons within or affected by the work zone and all public and private property affected by the Work.

The Contractor's responsibility shall be continuous and not be limited to working hours or days and shall not cease until formal acceptance of the Work by the City except if the City should make partial acceptance of the Work. The Contractor shall defend, indemnify, and hold harmless the City, its officers, consultants, agents and employees from any and all liability, real or alleged, resulting from the Contractor's operations, except for liability arising from the sole negligence of the City, et al.

Contractor is responsible for ensuring that all work is done in a safe and responsible manner. Any damage done to either City or private property shall be the responsibility of the Contractor to repair or make arrangements to repair with the City's approval. This shall be done prior to final payment of contract.

The Contractor shall provide plywood and supports as needed to provide adequate protection at designated sites.

Contract crews shall take care in removing branches from private property to prevent damage to parked cars and other real property, house siding, fences, gates, lights, landscaping, and other outdoor improvements.

The Contractor shall report all damage to public and private improvements to the Project Manager on the day upon which the damage occurs. The Contractor shall notify the owner of damaged private improvements in writing the same day.

The Contractor shall repair or replace all damaged improvements in a manner satisfactory to the Project Manager and any private property owner involved. The Contractor shall complete the repair or replacement, at Contractor's expense, within seventy-two (72) hours from the time damage occurs.

Improvements shall include, but are not limited to, turf, trees, vegetation, pavements, irrigation systems, fences and structures.

Limbs and trunk sections that cannot be easily controlled by hand shall be lowered by rope or cut into smaller pieces to prevent damage to improvements.

Any tree damage caused by the Contractor shall be repaired immediately at no additional cost to the City. Any tree damaged beyond repair will be removed and replaced by the Contractor at no additional cost to the City. The replacement tree will be of a size and species acceptable to the Project Manager.

The Contractor will be held responsible for all property and plant damage, including negligence in the course of performing the work. Any property or plants damaged during the course of the work shall be restored by the Contractor to a condition that is equivalent to the condition before the damage was done; this includes damage to City- owned property, turf, shrubbery, trees, flowers, irrigation, and other plant material. All repairs or replacements will need to be approved in advance by the City.

All vegetation damages must be reported immediately to the Project Manager, and all damaged items must be replaced or returned to their original condition within fourteen (14) calendar days, except shrub and flower beds which must be repaired within seven (7) calendar days. The City will determine whether or not the Contractor is qualified to make the required repairs. The Project Manager will determine the locations, quantities, varieties and approved sources of plant material. No plant replacements are to take place without prior approval from the City.

All tree wood, trimmings, and debris resulting from work that cannot be chipped and recycled as ground mulch, shall be promptly removed from the work site, and properly disposed of in accordance with State laws at the Contractor's expense.

J. Protection of Utilities

- i. The Contractor shall be responsible for the protection of all utilities on both public and private property within and adjacent to the work area and shall take all precautions necessary to prevent damage to such utilities.
- ii. The Contractor shall report all damage to public and private utilities to the Project Manager and the respective utility company within one (1) hour of the time damage occurs. The Contractor shall notify the resident and owner of any property affected by a damaged utility within one (1) hour of the time damage occurs.
- iii. The City will repair City utilities damaged by Contractor's operations. The cost of repairs performed by the City will not be deducted from the Contract price but shall be paid independently by the Contractor to the City.
- iv. The Contractor shall repair or replace all non-City utilities damaged by its operations, at Contractor's expense. The Contractor shall complete repair or replacement of all essential utilities (including telephone, electrical, water and gas) the same day damage occurs. All other non-essential, non-City utilities requiring repair or replacement, shall be completed within seventy-two (72) hours of the time damage occurs.

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- v. Utilities include, but not limited to, water, gas, sanitary sewer, storm drain system, electrical power, street lighting, traffic signals, signal detector loops, telephone, cable television and fiber optic.
- vi. The contractor shall be responsible for coordination with any utilities interfering with access to the worksite, or required safe work conditions e.g. overhead utility lines running through trees designated for pruning.

K. Site Use and Maintenance

- i. The Contractor shall clean the work area, at the end of each working day, to a condition at least equal to that which existed before the start of work.
- ii. The Contractor shall remove all equipment and materials from City property at the end of each working day, and at other times when the work is suspended for any reason. The Contractor shall not use City property for the overnight storage of equipment and materials.
- iii. The Contractor shall not use private property with the City limits for the storage and staging of equipment and materials without written agreement of the property owner. The Contractor shall submit a copy of the agreement to the Project Manager.

L. Work Affecting the Public Right-of-Way

Contractor acknowledges and agrees that the safety of motorists, pedestrians, and maintenance crews while working along the City's transportation corridors is paramount, and Contractor agrees that during the progress of the work, Contractor shall constantly protect and preserve the safety of the public. Contractor shall not unnecessarily cause inconvenience to the public during the progress of the work and shall minimize the inconvenience caused by Contractor's operations. Such operations include, but are not limited to, work performed on or adjacent to the work site, traffic lane, driveways, and pedestrian closures and deliveries of material and equipment.

Traffic and Road Signs – All trees, shrubs, ground cover, etc. shall be kept trimmed to always keep all signs clearly visible to traffic.

Requirement – Contractor shall be always responsible during work in City streets for the safety of work crews and the traveling public.

Proposed lane/safety closures including placement of cones, signs, barricades, and other traffic control devices in accordance with the Manual of Uniform Traffic Control Devices and the WATCH Manual.

The contractor shall refer to the latest edition of the "California Manual on Uniform Traffic Control Devices" (MUTCD) as amended for use in California. The contractor shall be responsible for supplying all signs and equipment.

Existing Utility Improvements – All work performed, which may affect existing utility improvements, shall be done after the notification of Underground Service Alert (USA) and the affected utility company by the Contractor and in strict conformance with such utility company direction, specifications and/or supervision. The City shall be notified of any such work impacting existing utility improvements prior to commencement of such work.

M. Emergency Work

Contractors shall be required to provide emergency response services to any issues which pose an imminent risk to the community or public infrastructure. This work may occur at night or during inclement weather conditions. The contractor will be given the location of the work to be done at each location by a City authorized representative via telephone. The contractor shall be required to start the work within two (2) hours of the initial call and report to the City representative upon completion of the work.

Contractors shall provide a 24-hour emergency phone number and/or the names of a minimum of two (2) contact individuals. Should these contracts change, it is the responsibility of the contractor to report to the city.

The contractor shall be required to provide all traffic control required during any emergency operations. Should the work involve high voltage lines, the contractor shall be required to notify the responsible utility company and follow safety procedures.

N. Potential Federal Work Requirements

Contractor may be required to comply with the Code of Federal Regulations (2 CFR Part 200). Electronic copies of the Code of Federal Regulations can be found at: ecfr.gov.

Contractor may be required to certify that they will not use funds from this project to:

- i. Carry out propaganda, or otherwise to attempt to influence legislation (within the meaning of section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code")) or as prohibited by OMB Circular A-122, section 25 regarding lobbying;
- ii. Participate or intervene in any political campaign on behalf of (or in opposition to) any candidate for public office (within the meaning of section 501(c)(3) of the Code);
- iii. Make any awards to individuals
- iv. Fund activities classified as research and development

Contractor may be required to file the certification required by 49 CFR Part 20, "New Restrictions on Lobbying." The subrecipient shall certify that it will not and has not used funds from this project to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of

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Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 USC section 1352.

Contractor may be required to disclose the name of any registrant under the Lobbying Disclosure Act of 1995 who has made lobbying contacts on its behalf with non-federal funds with respect to that Federal contract, grant or award covered by 31 USC section 1352.

Contractor may be required to retain all financial and programmatic records and supporting documents pertinent to this project for a period of three years from the date of contract approval.

Contractor may be required to report all violations of Federal criminal law involving fraud, bribery, or gratuity violations potentially affecting this project.

II. TECHNICAL SPECIFICATIONS

The Contractor shall provide the following services, as requested by Urban Forestry:

- Demand Pruning
- Tree Removal
- Stump Grinding
- Street light line clearance
- Unscheduled Work or Storm/Emergency Work Crew Services
- Defensible Space and Wildfire Risk Reduction Work

Tree care operations shall be in accordance with current standards as established by the American National Standard Institute (ANSI). Specifically, current ANSI A300 (Tree, Shrub and Other Woody Plant Maintenance-Standard Practices), ANSI Z133.1 (Safety Requirements for Arboricultural Operations) and accompanying "Best Management Practices" publications shall be adhered to. Tree climbing spurs shall not be used except where trees are to be removed, where trees cannot otherwise be safely accessed, or in the case of emergencies.

A. Tree Pruning

Notwithstanding the referenced ANSI standards, trees and palms shall be pruned as follows:

i. Mature Trees

Tree crowns shall be cleaned, raised, reduced, thinned or any combination of these methods to achieve the following objectives:

- Limbs that are too heavy to safely support their own weight, whether due to their length, diameter, a weak crotch or structural defect, shall be lightened by thinning the end weight or heading back the ends. Where possible, thinning is preferred over heading back. Conserve inner foliage as much

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as possible by thinning and shortening. “Topping” and “lion’s tailing” are strictly prohibited.

- Remove dead branches that are greater than 3/4 inch in diameter at the point of attachment.
- Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- Remove mistletoe and/or vines growing on the tree. Ivy growing on tree limbs and trunks shall be removed to ground level and one (1) foot laterally from the trunk at ground level. Cutting shall be done with hand tools and shall not damage the trunk.
- Improve tree growth and form to maximize safety, structural integrity, and health.
- Small limbs, including suckers and water sprouts, shall be cut close to the trunk or branch from which they arise.
- Prune to provide eventual clearance of 14 feet over roadways and bike lanes; 8 feet over pedestrian pathways; 10 feet above ground level over private property, and 10 feet vertically and horizontally around buildings and other structures.
- Prune to clear line of sight for streetlights, traffic signs and signals, and street signs. Clearance from streetlights shall conform to Drawing (refer to Figure 1 – Tree Trimming for Streetlights) Clearance from traffic signals, traffic signs and stop signs shall provide adequate sight line distances to the signals or signs.
- Final cuts six (6) inches or greater in diameter must be approved by the City’s Inspector.
- Prune to clear electric service drops only when vegetation is putting a noticeable strain or abrasion on the line, or as required by the Project Manager

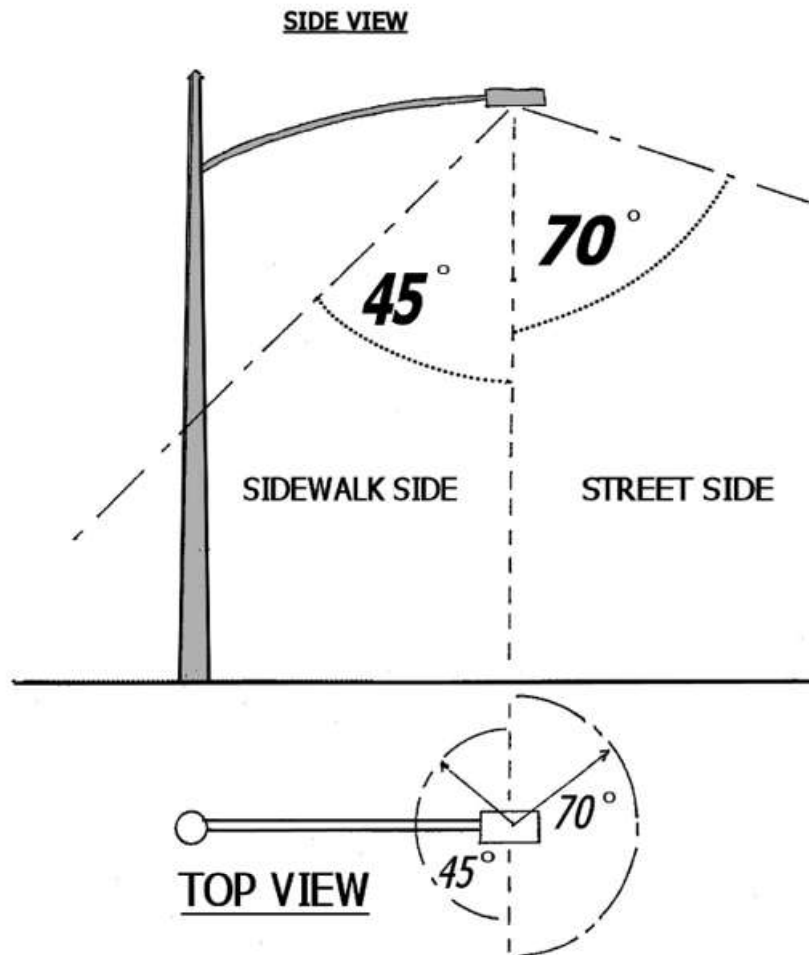


Figure 1 – Tree Trimming for Streetlights

In achieving the above objectives, the contractor shall not remove more of the tree crown than necessary. Under no circumstances shall more than 25 percent of the crown be removed without approval from Urban Forestry staff. When reducing the length of limb, the resulting terminal branch should be at least one-third (1/3) the diameter of the parent branch. Significant structural defects or risk factors that cannot be addressed during pruning shall be reported. Cables, braces, or other installations shall be observed for condition and reported to the Inspector or Project Manager if maintenance, repair, or replacement is needed.

ii. Young Trees

Young trees more than four years old and between 4- and 8-inches diameter at breast height (dbh) shall be pruned in accordance with the section on training young trees in the *International Society of*

Arboriculture's Best Management Practices – Tree Pruning (2008) and achieve the following objectives:

- Remove dead branches.
- Remove diseased, decayed, broken, weakly attached, and/or crossing branches.
- Develop strong central leader and radially and vertically symmetric distribution of branches as appropriate for the species.
- Encourage trunk taper by retaining temporary branches until diameter at the point of attachment is approximately one-third of the diameter of the parent branch.
- Select and develop permanent branches.
- Retain foliage in the lower portion of the canopy as long as possible.
- Prune to avoid conflicts with pedestrians, vehicles, and sight-lines at street intersections.

iii. Palms

- Remove dead and dying fronds.
- Prune palm crown to no narrower than a 9 and 3 o'clock position.
- Remove loose frond sheaths along the entire length of the trunk.
- Remove fruit and flowers.

Palm Skinning (hourly cost): Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, except in an emergency situation (such as aerial rescue) or unless specifically approved by the Project Manager or Inspector. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.

A chainsaw may only be used on dead fronds. Use of a handsaw is required on green fronds and fruit/flowers.

B. Inspection of Hazardous Conditions

Tree problems that are clearly visible but not considered hazardous will be reported to the City for direction and/or further evaluation. Also, the crew performing maintenance shall properly notify the City of any tree- related problems that are clearly visible. Structural defects, including weak crotches, splits, cracks, broken cables and decayed cavities shall be reported to the Project Manager. This may be in written form if not considered hazardous or within 24 hours if deemed hazardous. It is the intent to correct problems prior to reaching crisis levels.

C. Tree Removal

Notwithstanding the referenced ANSI standards, trees, palms and other woody plants shall be removed as follows:

- i. The City shall prepare lists of trees to be removed, mark trees, notify homeowners and public and submit the list to Contractor.
- ii. Contractor's crew removes tree and hauls away debris.
- iii. Contractor will remove all tree parts in a safe and efficient manner. Where necessary, tree parts shall be lowered by rope, crane, or other suitable means to avoid damage to surrounding property, including adjacent trees.
- iv. Ropes or other rigging shall not be placed so as to cause damage to adjacent property or trees.
- v. Tree shall be removed to within six (6) inches of grade, measured from the soil line where the trunk meets the ground.

D. Stump Removal

The City will issue Stump Removal lists on an as-needed basis including addresses and locations of stumps to be ground, along with stump diameters. Each list will include no more than fifty (50) removal sites and shall be completed in forty-five (45) calendar days. Contractor crew removes stumps and hauls away debris. In addition the contractor shall be responsible for the following:

- i. The Contractor shall grind all stump wood and roots within the stump removal site to a depth 6 inches below grade. The grindings shall be removed from the site and disposed of. The contractor shall then grind the remainder of the stump removal site to a depth 24 inches below grade, remove 50% of grindings and backfill with approved topsoil or planting mix leaving the site 3 inches above grade when finished.
- ii. The Contractor shall provide adequate shielding to prevent flying debris during all stump removal operations.
- iii. The Contractor shall backfill the hole with a topsoil blend consisting of 50% compost by weight.

- iv. The Contractor shall compact soil to minimize settlement.
- v. The Contractor is responsible for notifying Underground Service Alert (USA) ten (10) working days prior to stump grinding or excavating. The Contractor shall delineate the limits of work in white paint in conformance with the requirements of USA and shall notify USA at (800) 227-2600. Notification shall include the specific address or a location description of the work.
- vi. The Contractor shall call in no more than ten (10) stump removal addresses or locations to USA each day.
- vii. The Contractor shall temporarily remove (and replace following completion of the work) any public or private improvements located within the stump removal site. Improvements shall include, but are not limited to, loose bricks and pavers, landscape rocks and stones, small shrubs and plants, filter fabrics and mulch.
- viii. The Contractor shall mark the limits of the stump removal site before starting work. The stump removal site shall be defined as follows:
 - < 13" stump diameter: An area four (4) feet in diameter centered on the stump or centered as directed by the Project Manager
 - 13" – 30" stump diameter: An area six (6) feet in diameter centered on the stump or centered as directed by the Project Manager
 - 30" stump diameter: An area eight (8) feet in diameter centered on the stump or centered as directed by the Project Manager
- ix. The Contractor shall respond to all non-urgent stump grinding work orders within 5 working days. Stump grinding work orders related to sidewalk repairs shall be completed within 3 working days.
- x. The Contractor shall secure open stump removal sites with barricades and tape until inspected by the Project Manager and backfilled as directed with grindings and/or topsoil.
- xi. Where stump grinding is being performed to accommodate a replacement sidewalk, all surface roots within the footprint of the sidewalk shall be ground to a depth of 6 inches.

E. Additional Root Grinding

The Contractor shall grind additional surface and subsurface roots outside the stump removal site when directed in writing by the Project Manager. Written authorization will specify the work location, area for grinding and time allocated for the grinding.

The Contractor shall remove and dispose of grindings and/or add topsoil when included in the written authorization.

F. Defensible Space and Wildfire Risk Reduction

Mastication, clearing and grubbing, shrub and debris removal, and similar work associated with wildfire risk reduction is included in this RFP.

Typical work will include forestry mulching, dead tree removal, chipping, and grinding in City open spaces at the direction of the City's Parks and Open Space Manager.

Contractor is required to comply with environmental protection measures which may include seasonal timing, working under the direction of the City's biological monitor, permit requirements, and other constraints intended to protect the environment.

G. Debris Removal

The work shall include removal and disposal of brush and debris generated by said work. Waste material shall be disposed of at the contractor's expense at a location designated and/or approved by the City. Waste material shall not be given away or sold as firewood. Waste material shall not be landfilled.

Recycling of wood and wood chips through sustainable uses is strongly encouraged. Upon request, Contractor shall furnish data to the City on a monthly basis listing the type, quantity and disposal location of all debris generated by the work.

All wood generated from removed trees is the property of the City and shall be disposed of at the direction of the Project Manager. No wood shall be left along public right-of-way unless approved by the Project Manager.

All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport.

Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

Debris resulting from Contractor's operations shall not be left on any work sites overnight, unless given permission by the City to do so otherwise.

Debris along major thoroughfares or active pedestrian and/or bikeways, at the discretion and direction of the City's Inspector, may require chipping and cleanup within an hour of pruning to allow for the safe passage of traffic.

All lawn areas shall be raked, all streets and sidewalks swept, and all brush, branches, and logs shall be removed from the site. Work areas are to be left in a condition equal to that which existed prior to the commencement of arboriculture operations. Stump grindings shall be removed from site within forty-eight (48) hours from completion of actual grinding operation, unless instructed to do otherwise by the City.

Contractor shall be required to utilize electric/battery-powered leaf blowers.

Contractor shall comply with all Federal, State and County regulations for pests, including but not limited to, Sudden Oak Death (SOD) and Light Brown Apple Moth. Contractor shall follow the Sudden Oak Death Guidelines for Arborists (California Oak Mortality Task Force, 2008) when working in SOD areas in order to limit the spread of this disease.

H. Streetlight Wiring

Trees shall be pruned around low voltage overhead spans to maintain a minimum clearance of 3 feet unless otherwise directed by the Contract Manager.

I. Tool Sanitation and Disease Transmittal

Contractor's tools that have potential to transmit pests or diseases to other trees shall be disinfected prior to initiating work within the City, after working on any potentially diseased trees, and prior to and after pruning any Elm (*Ulmus* species) tree.

Due to disease concerns regarding Canary Island Date Palms (*Phoenix canariensis*) and California Fan Palms (*Washingtonia filifera*), live fronds, flowers and fruit parts shall only be pruned with handsaws.

Chainsaws and handsaws shall be disinfected with Lysol or a 10% mixture of water and household bleach in an area away from trees and landscape. Chainsaws shall have the clutch cover removed and the chain, bar, and clutch area shall be sprayed. Chainsaws and handsaws shall be disinfected with each use before pruning the next tree.

J. Protection of Nesting and Migratory Birds

Contractor shall adhere to all restrictions of the Migratory Bird Treaty Act of 1918 as they apply to the work of this contract. Pruning in the Foothills Preserve during winter months is highly recommended to avoid the nesting season.

Care should be taken not to disturb or destroy bird nesting and habitat when pruning. Many birds build nest in trees during the spring and summer months and these birds are protected by law. The Audubon Society in conjunction with the California Department of Fish and Wildlife published a Guide to Bird-Friendly Tree and Shrub Trimming and Removal containing information to help avoid damaging birds and nests.

**EXHIBIT B
SCHEDULE OF FEES**

Item	Services	Size	Unit Price
1	Tree Pruning, cost per tree	0 - 6 inches	\$ 55.00
		7 - 12 inches	\$ 95.00
		13 - 18 inches	\$ 145.00
		19 - 24 inches	\$ 245.00
		Over 25 inches	\$ 450.00
2	Cost Per Palm Tree Trimming	Under 20 feet	\$ 95.00
		Over 20 feet	\$ 225.00
3	Tree and Stump Removal, cost per tree	0 - 6 inches	\$ 100.00
		7 - 12 inches	\$ 550.00
		13 - 18 inches	\$ 775.00
		19 - 24 inches	\$ 1,450.00
		Over 25 inches	\$ 3,500.00
4	Stump Removal	12 - 24 inches	\$ 275.00
		25 - 36 inches	\$ 400.00
		Over 37 inches	\$ 600.00
5	Specialty Equipment - 30 Ton Crane per hour		\$ 175.00

6	Specialty Equipment - 95 foot Aerial Tower per hour		\$	175.00
7	Tree Planting and Installation Services (Price includes labor, equipment, root irrigation device and materials; assume tree to be provided by Service Provider to the site; assume cost of tree billed separately)	24 inch box each	\$	450.00
		36 inch box each	\$	1,000.00
8	Arborist Services and Report Writing per hour		\$	175.00
9	Tree Watering per day (Assume 1 worker watering 8 hour)		\$	800.00
10	Special Request - Removal of Sprout or Sucker Growth (not as part of standard trim) in special areas (cost per tree)		\$	225.00
11	Tree Trim Inventory and Record Keeping (monthly cost)		\$	1,000.00

CREW RENTAL AND EMERGENCY SERVICES

Item	Services	Unit Price		
1	4 Man Crew with Equipment	\$		460.00
2	3 Man Crew with Equipment	\$		345.00
3	2 Man Crew with Equipment	\$		230.00
Overtime/Weekends/Emergency After Hours Call Out				
4	4 Man Crew with Equipment	\$		620.00
5	3 Man Crew with Equipment	\$		495.00
6	2 Man Crew with Equipment	\$		330.00

EXHIBIT C

FEDERAL CONTRACT PROVISIONS

During the performance of this contract, West Coast Arborists, Inc. (the "Service Provider") shall comply with all applicable federal laws and regulations including but not limited to the federal contract provisions in this Exhibit. In this Exhibit, the term "Agency" shall mean the local agency entering into this contract with the Service Provider.

1. CONTRACTING WITH SMALL AND MINORITY FIRMS, WOMEN'S BUSINESS ENTERPRISE AND LABOR SURPLUS AREA FIRMS (2 C.F.R. § 200.321)

- A. Service Provider shall be subject to 2 C.F.R. § 200.321 and will take affirmative steps to assure that minority firms, women's business enterprises, and labor surplus area firms are used when possible and will not be discriminated against on the grounds of race, color, religious creed, sex, or national origin in consideration for an award.
- B. Affirmative steps shall include:
 - i. Placing qualified small and minority businesses and women's business enterprises on solicitation lists;
 - ii. Assuring that small and minority businesses, and women's business enterprises are solicited whenever they are potential sources;
 - iii. Dividing total requirements, when economically feasible, into smaller tasks or quantities to permit maximum participation by small and minority business, and women's business enterprises;
 - iv. Establishing delivery schedules, where the requirement permits, which encourage participation by small and minority business, and women's business enterprises; and
 - v. Using the services/assistance of the Small Business Administration (SBA), and the Minority Business Development Agency (MBDA) of the Department of Commerce.

Service Provider shall submit evidence of compliance with the foregoing affirmative steps when requested by the Agency.

Notwithstanding the foregoing, the affirmative steps requirements detailed above do not apply in the case of a noncompetitive procurement made under the emergency exception/exigency exception to competitive procurements.

2. COST PRINCIPLES (2 C.F.R. PART 200, SUBPART E)

- A. If any indirect costs will be charged to the Agency under this contract, such costs must conform to the cost principles set forth under the Uniform Rules at

2 C.F.R. Part 200, subpart E (“Cost Principles”). In general, costs must (i) be necessary and reasonable; (ii) allocable to the grant award; (iii) conform to any limitations or exclusions set forth in the Cost Principles; (iv) be adequately documented; and (v) be determined in accordance with generally accepted accounting principles (“GAAP”), except, for state and local governments and Indian tribes only, as otherwise provided for in 2 C.F.R. Part 200, subpart E. 2 C.F.R. § 200.403. Costs that are determined unallowable pursuant to a federal audit are subject to repayment by Service Provider.

3. ACCESS TO RECORDS & RECORD RETENTION (2 C.F.R. 200.336)

- A. Service Provider shall comply with 2 C.F.R. § 200.336 and provide the Federal Agency, Inspectors General, the Comptroller General of the United States, Agency, and the State of California or any of their authorized representatives access, during normal business hours, to documents, papers, books and records which are directly pertinent to this contract for the purposes of making and responding to audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to the Service Provider personnel for the purpose of interview and discussion related to the books and records.
- B. The Service Provider agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- C. The Service Provider agrees to provide the Federal Agency or its authorized representatives access to construction or other work sites pertaining to the work being completed under the contract.

4. REQUIRED CONTRACT PROVISIONS IN ACCORDANCE WITH APPENDIX II TO PART 200 – CONTRACT PROVISIONS FOR NON-FEDERAL ENTITY CONTRACTS UNDER FEDERAL AWARDS (2 C.F.R. § 200.326)

- A. Appendix II to Part 200 (A); Appendix II to Part 200 (B): Remedies for Breach; Termination for Cause/Convenience. If the contract is in excess of \$10,000 and the contract does not include provisions for both termination for cause and termination for convenience by the Agency, including the manner by which it will be effected and the basis for settlement, then the following termination clauses shall apply. If the contract is for more than the simplified acquisition threshold (see 2 C.F.R. § 200.88) at the time the contract is executed and does not provide for administrative, contractual, or legal remedies in instances where Contractor violates or breaches the terms of the

contract, then the following termination clauses shall apply and have precedence over the contract. Otherwise, the following termination clauses shall not be applicable to the contract.

- i. Termination for Convenience. The Agency may, by written notice to Service Provider, terminate this contract for convenience, in whole or in part, at any time by giving written notice to Service Provider of such termination, and specifying the effective date thereof ("Notice of Termination for Convenience"). If the termination is for the convenience of the Agency, the Agency shall compensate Provider for work or materials fully and adequately provided through the effective date of termination. No amount shall be paid for unperformed work or materials not provided, including anticipated profit. Service Provider shall provide documentation deemed adequate by the Agency to show the work actually completed or materials provided by Service Provider prior to the effective date of termination. This contract shall terminate on the effective date of the Notice of Termination.
- ii. Termination for Cause. If Service Provider fails to perform pursuant to the terms of this contract, the Agency shall provide written notice to Service Provider specifying the default ("Notice of Default"). If Service Provider does not cure such default within ten (10) calendar days of receipt of Notice of Default, the Agency may terminate this contract for cause. If Service Provider fails to cure a default as set forth above, the Agency may, by written notice to Service Provider, terminate this contract for cause, in whole or in part, and specifying the effective date thereof ("Notice of Termination for Cause"). If the termination is for cause, Service Provider shall be compensated for that portion of the work or materials provided which has been fully and adequately completed and accepted by the Agency as of the date the Agency provides the Notice of Termination. In such case, the Agency shall have the right to take whatever steps it deems necessary to complete the project and correct Service Provider's deficiencies and charge the cost thereof to Service Provider, who shall be liable for the full cost of the Agency's corrective action, including reasonable overhead, profit and attorneys' fees.
- iii. Reimbursement; Damages. The Agency shall be entitled to reimbursement for any compensation paid in excess of work rendered or materials provided and shall be entitled to withhold compensation for defective work or other damages caused by Service Provider performance of the work.

- iv. Additional Termination Provisions. Upon receipt of a Notice of Termination, either for cause or for convenience, Service Provider shall promptly discontinue the work unless the Notice directs to the contrary. Service Provider shall deliver to the Agency and transfer title (if necessary) to all provided materials and completed work, and work in progress including drafts, documents, plans, forms, maps, products, graphics, computer programs and reports. The rights and remedies of the parties provided in this Section are in addition to any other rights and remedies provided by law or under this contract. Service Provider acknowledges the Agency's right to terminate this contract with or without cause as provided in this Section, and hereby waives any and all claims for damages that might arise from the Agency's termination of this contract. The Agency shall not be liable for any costs other than the charges or portions thereof which are specified herein. Service Provider shall not be entitled to payment for unperformed work or materials not provided and shall not be entitled to damages or compensation for termination of work or supply of materials. If Agency terminates this contract for cause, and it is later determined that the termination for cause was wrongful, the termination shall automatically be converted to and treated as a termination for convenience. In such event, Service Provider shall be entitled to receive only the amounts payable under this Section, and Service Provider specifically waives any claim for any other amounts or damages, including, but not limited to, any claim for consequential damages or lost profits. The rights and remedies of the Agency provided in this Section shall not be exclusive and are in addition to any other rights and remedies provided by law, equity or under this contract including, but not limited to, the right to specific performance.

B. Appendix II to Part 200 (C) – Equal Employment Opportunity: Except as otherwise provided under 41 C.F.R. Part 60, Service Provider shall comply with the following equal opportunity clause, in accordance with Executive Order 11246 of September 24, 1965 entitled "Equal Employment Opportunity," as amended by Executive Order 11375 of October 13, 1967 and implementation regulations at 41 C.F.R. Chapter 60:

- i. Service Provider will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. Service Provider will take affirmative action to insure that applicants are employed and that employees are treated equally during employment, without regard to race, color, religion, sex, or national origin. Such action shall include, but not be limited to, the

following: employment upgrading, demotion, transfer, recruitment, or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship. Service Provider agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided by the Agency setting forth the provisions of this nondiscrimination clause.

- ii. Service Provider will, in all solicitations or advertisements for employees placed by or on behalf of Service Provider, state that all qualified applicants will receive consideration for employment without regard to their race, color, religion, sex, or national origin.
- iii. Service Provider will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with Service Provider's legal duty to furnish information.
- iv. Service Provider will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice, to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under Section 202 of Executive Order No. 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- v. Service Provider will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- vi. Service Provider will furnish all information and reports required by Executive Order No. 11246 of September 24, 1965, and by the rules,

regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- vii. In the event of Service Provider's noncompliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be cancelled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order No.11246 of Sept. 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order No.11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- viii. Service Provider will include the provisions of paragraphs (i) through (viii) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to Section 204 of Executive Order No. 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or Service Provider. Service Provider will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Service Provider becomes involved in, or is threatened with, litigation with a subcontractor or Service Provider as a result of such direction, Service Provider may request the United States to enter into such litigation to protect the interests of the United States.

C. Appendix II to Part 200 (D) – Davis-Bacon Act; Copeland Act: Not applicable to this contract.

D. Appendix II to Part 200 (E) – Contract Work Hours and Safety Standards Act:

- i. If this contract is in excess of \$100,000 and involves the employment of mechanics or laborers, Service Provider shall comply with 40 U.S.C. 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. Part 5). Under 40 U.S.C. 3702, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the

worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence.

- ii. No contractor or subcontractor contracting for any part of the contract work which may require or involve the employment of laborers or mechanics shall require or permit any such laborer or mechanic in any workweek in which he or she is employed on such work to work in excess of forty hours in such workweek unless such laborer or mechanic receives compensation at a rate not less than one and one-half times the basic rate of pay for all hours worked in excess of forty hours in such workweek.
- iii. In the event of any violation of the clause set forth in paragraph (ii) of this section the contractor and any subcontractor responsible therefore shall be liable for the unpaid wages. In addition, such contractor and subcontractor shall be liable to the United States (in the case of work done under contract for the District of Columbia or a territory, to such District or to such territory), for liquidated damages. Such liquidated damages shall be computed with respect to each individual laborer or mechanic, including watchmen and guards, employed in violation of the clause set forth in paragraph (ii) of this section, in the sum of \$10 for each calendar day on which such individual was required or permitted to work in excess of the standard workweek of forty hours without payment of the overtime wages required by the clause set forth in paragraph (ii) of this section.
- iv. The Agency shall upon its own action or upon written request of an authorized representative of the Department of Labor withhold or cause to be withheld, from any moneys payable on account of work performed by the Service Provider or subcontractor under any such contract or any other Federal contract with the same prime contractor, or any other federally-assisted contract subject to the Contract Work Hours and Safety Standards Act, which is held by the same prime contractor, such sums as may be determined to be necessary to satisfy any liabilities of such contractor or subcontractor for unpaid

wages and liquidated damages as provided in the clause set forth in paragraph (iii) of this section.

- v. The Service Provider or subcontractor shall insert in any subcontracts the clauses set forth in paragraph (ii) through (v) of this Section and also a clause requiring the subcontractors to include these clauses in any lower tier subcontracts. The Contractor shall be responsible for compliance by any subcontractor or lower tier subcontractor with the clauses set forth in paragraphs (ii) through (v) of this Section.

E. Appendix II to Part 200 (F) – Rights to Inventions Made Under a Contract or Agreement:

- i. If the Federal award meets the definition of “funding agreement” under 37 C.F.R. § 401.2(a) and the non-Federal entity wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the non-Federal entity must comply with the requirements of 37 C.F.R. Part 401 (Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements), and any implementing regulations issued by the Agency.
- ii. The regulation at 37 C.F.R. § 401.2(a) currently defines “funding agreement” as any contract, grant, or cooperative agreement entered into between any Federal agency, other than the Tennessee Valley Authority, and any contractor for the performance of experimental, developmental, or research work funded in whole or in part by the Federal government. This term also includes any assignment, substitution of parties, or subcontract of any type entered into for the performance of experimental, developmental, or research work under a funding agreement as defined in the first sentence of this paragraph.
- iii. This requirement does not apply to the Public Assistance, Hazard Mitigation Grant Program, Fire Management Assistance Grant Program, Crisis Counseling Assistance and Training Grant Program, Disaster Case Management Grant Program, and Federal Assistance to Individuals and Households – Other Needs Assistance Grant Program, as FEMA awards under these programs do not meet the definition of “funding agreement.”

F. Appendix II to Part 200 (G) – Clean Air Act and Federal Water Pollution Control Act: If this contract is in excess of \$150,000, Service Provider shall comply with all applicable standards, orders, or requirements issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387).

- i. Pursuant to the Clean Air Act, (1) Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq., (2) Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Service Provider agrees to include these requirements in each subcontract exceeding \$150,000.
- ii. Pursuant to the Federal Water Pollution Control Act, (1) Service Provider agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. 1251 et seq., (2) Service Provider agrees to report each violation to the Agency and understands and agrees that the Agency will, in turn, report each violation as required to assure notification to the Federal awarding agency and the appropriate Environmental Protection Agency Regional Office, and (3) Service Provider agrees to include these requirements in each subcontract exceeding \$150,000.

G. Appendix II to Part 200 (H) – Debarment and Suspension: A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 C.F.R. part 1986 Comp., p. 189) and 12689 (3 C.F.R. part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.

- i. This contract is a covered transaction for purposes of 2 C.F.R. pt. 180 and 2 C.F.R. pt. 3000. As such Service Provider is required to verify that none of the Service Provider, its principals (defined at 2 C.F.R. § 180.995), or its affiliates (defined at 2 C.F.R. § 180.905) are excluded (defined at 2 C.F.R. § 180.940) or disqualified (defined at 2 C.F.R. § 180.935).

- ii. Service Provider must comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
 - iii. This certification is a material representation of fact relied upon by Agency. If it is later determined that Service Provider did not comply with 2 C.F.R. pt. 180, subpart C and 2 C.F.R. pt. 3000, subpart C, in addition to remedies available to the Agency, the Federal Government may pursue available remedies, including but not limited to suspension and/or debarment.
 - iv. Service Provider warrants that it is not debarred, suspended, or otherwise excluded from or ineligible for participation in any federal programs. Service Provider also agrees to verify that all subcontractors performing work under this contract are not debarred, disqualified, or otherwise prohibited from participation in accordance with the requirements above. Service Provider further agrees to notify the Agency in writing immediately if Service Provider or its subcontractors are not in compliance during the term of this contract.
- H. Appendix II to Part 200 (I) – Byrd Anti-Lobbying Act: If this contract is in excess of \$100,000, Service Provider shall have submitted and filed the required certification pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1353). If at any time during the contract term funding exceeds \$100,000.00, Service Provider shall file with the Agency the Federal Standard Form LLL titled “Disclosure Form to Report Lobbying.” Service Providers that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the recipient.
- I. Appendix II to Part 200 (J) – Procurement of Recovered Materials:
- i. Service Provider shall comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring

only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement.

- ii. In the performance of this contract, the Service Provider shall make maximum use of products containing recovered materials that are EPA-designated items unless the product cannot be acquired: Competitively within a timeframe providing for compliance with the contract performance schedule; Meeting contract performance requirements; or at a reasonable price.
- iii. Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.

5. MISCELLANEOUS PROVISIONS

- A. The Service Provider shall not use the DHS seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific FEMA preapproval.
- B. This is an acknowledgement that FEMA financial assistance will be used to fund the contract only. The Service Provider will comply with all applicable federal law, regulations, executive orders, FEMA policies, procedures, and directives.
- C. Service Provider acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims and Statements) applies to the Service Provider's actions pertaining to this contract.
- D. The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the Agency, Service Provider, any subcontractors or any other party pertaining to any matter resulting from the contract.

E. General and Administrative Expenses And Profit For Time And Materials Contracts/Amendments.

- i. General and administrative expenses shall be negotiated and must conform to the Cost Principles.
- ii. Profit shall be negotiated as a separate element of the cost. To establish a fair and reasonable profit, consideration must be given to the complexity of the work to be performed, the risk borne by the Service Provider, the Service Provider's investment, the amount of subcontracting, the quality of its record of past performance, and industry profit rates in the surrounding geographical area for similar work.
- iii. Any agreement, amendment or change order for work performed on a time and materials basis shall include a ceiling price that Service Provider exceeds at its own risk.