

**THIRD AMENDMENT
TO
TREE MAINTENANCE SERVICES AGREEMENT
[RFP No. 156-05]**

This THIRD AMENDMENT TO TREE MAINTENANCE SERVICES AGREEMENT (“Third Amendment”) is made and entered into as of _____, 2020, by and between the CITY OF ORANGE, a municipal corporation (“City”), and WEST COAST ARBORISTS, INC., a California corporation (“Contractor”) with reference to the following:

A. City and Contractor entered into a Tree Maintenance Services Agreement (Agreement No. 6299) dated as of January 14, 2016, which is incorporated herein by this reference (“Original Agreement”); and

B. City and Contractor entered into a First Amendment to Tree Maintenance Services Agreement (Agreement No. 6299.1) dated as of November 14, 2017 (“First Amendment”) to revise the Scope of Work and increase the compensation. The First Amendment is incorporated herein by this reference; and

C. City and Contractor entered into a Second Amendment to Tree Maintenance Services Agreement (Agreement No. 6299.2) dated as of May 30, 2018 (“Second Amendment”) to revise the Scope of Work and increase the compensation. The Second Amendment is incorporated herein by this reference; and

D. City and the Contractor desire to further amend the Original Agreement to extend the term, revise the Scope of Work, revise the insurance requirements and increase the compensation.

NOW, THEREFORE, the parties hereby agree as follows:

Section 1. **Defined Terms.** Except as otherwise defined herein, all capitalized terms used herein shall have the meanings set forth for such terms in the Original Agreement.

Section 2. **Cross-References.** The City and Contractor agree that all references in this Third Amendment are deemed and construed to refer to the Original Agreement, as implemented by this Third Amendment.

Section 4. **Scope of Work.** Article 1, Exhibit “A” of the Original Agreement, Scope of Work, is hereby amended in its entirety and replaced with attached Exhibit “A,” which is incorporated herein by reference.

Section 5. **Revised Extension Terms.** Article 2 of the Original Agreement is hereby amended in pertinent part to reflect the following revised Extension Terms:

- The “First Extension Term” commencing on January 1, 2021 and terminating on June 30, 2022
- The Second Extension Term commencing on July 1, 2022 and terminating on June 30, 2023

Section 6. Extension of Term. Pursuant to Article 2 of the Original Agreement, the City hereby extends the Term of this Agreement to reflect the First Extension Term, commencing on January 1, 2021 and terminating on June 30, 2022.

Section 7. Compensation.

A. Article 3 of the Original Agreement is hereby amended to increase the compensation for the First Extension Term to include an increase based upon the revised Extension Term, a 2% increase based on the Consumer Price Index, a 2.5% increase based on the additional required insurance, and a contingency to cover additional services. The total not-to-exceed compensation for the First Extension Term (exclusive of reimbursables) set forth in Article 3 is hereby amended to provide for a total not-to-exceed compensation due to Contractor of ONE MILLION TWO HUNDRED FOURTEEN THOUSAND EIGHT HUNDRED THIRTEEN DOLLARS and 00/100 (\$1,214,813.00), which compensation may not be increased without the prior written authorization of the City.

B. Article 3 of the Original Agreement is hereby amended in pertinent part to reflect an allowable increase in the compensation for the Second Extension Term, if exercised, as follows: “In no event shall the increase for the Second Extension Term be greater than four-and-one-half percent (4.5%) of the compensation payable to the Contractor for the First Extension Term, which represents a maximum two percent (2%) increase based on the Consumer Price Index plus two-and-one-half percent (2.5%) increase based on the additional required insurance.”

Section 8. Insurance. Article 6 of the Original Agreement is hereby amended to increase the General Liability and Automobile Liability insurance limits and add Professional Liability insurance as follows:

Contractor shall maintain limits no less than:

1. General Liability	\$20,000,000	per occurrence for bodily injury, personal injury and property damage; and
	\$25,000,000	aggregate
2. Automobile Liability:	\$5,000,000	per accident for bodily injury and property damage.
3. Workers’ Compensation:		as required by the State of California.
4. Employer’s Liability:	\$1,000,000	per accident for bodily injury or disease.
5. Professional Liability:	\$5,000,000	per claim.

Section 9. **Integration.** This Third Amendment, the agreements specifically referred to herein, and all attachments hereto (if any) integrate all of the terms and conditions mentioned herein, and supersede all negotiations with respect to the subject matter hereof. This Third Amendment amends, as set forth herein, the Original Agreement and the First and Second Amendments and, except as specifically amended hereby, the Original Agreement, as amended, shall remain in full force and effect. To the extent that there is any conflict or inconsistency between the terms and provisions of this Third Amendment and the terms and provisions of the Original Agreement, as amended, the terms and provisions of this Third Amendment shall control and govern the rights and obligations of the parties.

IN WITNESS of this Agreement, the parties enter into this Third Amendment to Tree Maintenance Services Agreement on the year and day first above written.

“CONTRACTOR”

“CITY”

WEST COAST ARBORISTS, INC.
a California corporation

CITY OF ORANGE, a municipal corporation

*By: _____
Printed Name: _____
Title: _____

By: _____
Mark A. Murphy, Mayor

*By: _____
Printed Name: _____
Title: _____

ATTEST:

Pamela Coleman, City Clerk

APPROVED AS TO FORM:

Mary E. Binning
Senior Assistant City Attorney

***NOTE:** *If CONTRACTOR is a corporation, the City requires the following signature(s):*
-- *(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR*
-- *The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.*

EXHIBIT “A”

SUPPLEMENTAL SCOPE OF SERVICES

[Behind this page.]



Schedule of Compensation for Year 2020 - 2021

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Pruning	Each	\$50.15
2	Routine Palm Pruning	Each	\$71.05
3	Palm Skinning	Foot	\$20.90
4	Ficus Topiary Pruning	Each	\$186.00
5	Tree & Stump Removal	Inch	\$38.65
6	Tree Only Removal	Inch	\$24.05
7	Stump Only Removal	Inch	\$14.65
8	Plant 15 Gallon Tree	Each	\$146.30
9	Plant 24" Box Tree	Each	\$266.45
10	Plant 36" Box Tree	Each	\$517.25
11	Plant 48" Box Tree	Each	\$830.75
12	Tree Watering	Day	\$668.80
13	Root Pruning	Foot	\$26.10
14	ISA Certified Arborist	Man Hour	\$156.75
15	Crew Rental - 3 men	Hour	\$250.80
16	Crew Rental	Man Hour	\$83.60
17	Emergency Response	Man Hour	\$114.95
18	Emergency Response - 3 men	Hour	\$344.85

Effective 1/1/21, we respectfully request a cost adjustment of 4.5% based on the maximum allowed Consumer Price Index (CPI) of 2.0%. The increase also includes a two-part increase of 2.5% to offset the cost for the additional insurance coverage required by the City of Orange. Rates to remain valid until 6/30/2022. The second part of the rate increase for insurance (2.5%) will be applied on 7/1/22 along with CPI cost adjustment (max. 2.0%)

Scope of Work Tree Maintenance

SCOPE OF WORK

All work shall be performed under the supervision of a licensed, ISA Certified Arborist.

All work must conform to the current Standards and Best Management Practices of:

- American National Standards Institute (ANSI) A300 for Tree Care Operations – Standard Practices for Tree Pruning.
- ANSI Z133.1 Safety Requirements for Arboricultural Operations.
- International Society of Arboriculture (ISA) Best Management Practices for Tree Pruning, Cabling, Fertilization, Tree Planting, IPM.
- California Occupational Safety and Health Administration.

A. Routine Cycle Pruning

- All pruning operations shall be performed with the goal of promoting a full and healthy canopy.
- When performing routine cycle pruning, Contractor shall perform Vista pruning as necessary or as directed by the City Representative.
- When performing routine cycle pruning, Contractor shall perform necessary utility clearance pruning on trees per ISA utility pruning standards to prevent encroachment into the high voltage lines and maintain clearance from lines. If a tree has encroached into the high voltage lines, Contractor shall not be allowed to perform any pruning and shall immediately notify utility provider to clear the tree from the lines. After the tree has been pruned and cleared by the utility provider the Contractor can proceed with the cycle pruning.
- All pruning projects shall be coordinated with the City and approved two weeks prior to start date.
- All traffic control shall be per the WATCH handbook and approved by the City at least one week prior to project start.
- All pruning operations include full clean up and removal of all debris.

1) Structural Pruning Including Clearance Pruning : Young Trees (0"-12" DBH)

- A) Prune to manage tree growth and form to maximize safety, structural integrity and health.
 1. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 2. Lion tailing will not be allowed.
- B) Remove dead branches at the point of attachment.
- C) Remove diseased, decayed, broken, weakly attached and/or crossing branches.
- D) Develop and/or maintain a central leader.
- E) Space main branches along one central leader.
- F) Identify the lowest branch in the permanent canopy to facilitate management of lower branches.

- G) Keep all branches less than 50% of the trunk diameter to ensure that the branch collar and branch protection zone remain intact.
- H) Vertically and radial space scaffold branches 12-48" apart.
- I) Reduce growth by subordinating or removing branches with included bark and co-dominant stems.
- J) Remove mistletoe, suckers and vines growing on trees.
- K) Provide fourteen feet of overhead clearance over roadways.
- L) Provide eight feet of overhead clearance over walkways, sidewalks and parking lots.

2) Structural Pruning Including Clearance Pruning, Cleaning Weight Reduction and Thinning : Intermediate Trees (13"-23" DBH)

- A) Prune to manage tree growth and form to maximize safety, structural integrity and health.
 1. On all trees over twenty inches (20") DBH Contractor shall reduce end weight by not less than 15% and maintain a well-balanced crown.
 2. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 3. Lion tailing will not be allowed.
- B) Remove dead branches at the point of attachment.
- C) Remove diseased, decayed, broken, weakly attached and/or crossing branches.
- D) Develop and/or maintain a central leader.
- E) Space main branches along one central leader.
- F) Identify the lowest branch in the permanent canopy to facilitate management of lower branches.
- G) Keep all branches less than 50% of the trunk diameter to ensure that the branch collar and branch protection zone remain intact.
- H) Vertically and radial space scaffold branches 12-48" apart.
- I) Reduce growth by subordinating or removing branches with included bark and co-dominant stems.
- J) Remove mistletoe, suckers and vines growing on trees.
- K) Provide fourteen feet of overhead clearance over roadways.
- L) Provide eight feet of overhead clearance over walkways, sidewalks and parking lots.

3) Mature Tree Pruning Including Clearance Pruning, Cleaning, Weight Reduction and Thinning: Mature Trees (24"+ DBH)

- A) Prune to manage tree growth and form to maximize safety, structural integrity and health.
 1. On all trees 24"+ DBH Contractor shall reduce end weight by not less than 15% and maintain a well-balanced crown.
 2. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 3. Lion tailing will not be allowed.
- B) Remove dead branches at the point of attachment.
- C) Remove diseased, decayed, broken, weakly attached and/or crossing branches.

- D) Reduce growth by subordinating or removing branches with included bark and co-dominant stems.
 - E) On trees with dense foliage, thin crown to allow light penetration onto the interior branches.
 - F) Remove mistletoe, suckers and vines growing on trees.
 - G) Provide fourteen feet overhead clearance over roadways.
 - H) Provide eight feet overhead clearance over walkways, sidewalks and parking lots.
 - I) Any pruning cuts exceeding seven inches in diameter must be authorized by the City's staff arborist prior to cutting.
- 4) **Vista Pruning, Pruning to Clear Traffic Signal and Traffic Sign Obstructions:**
- A) Prune to manage tree growth and form to maximize safety, visibility, structural integrity and health.
 1. On all trees over 20" DBH Contractor shall reduce end weight by not less than 15% on the tree's side that overhangs the signal/sign.
 2. Whenever reducing the length of a limb the reduction cuts must be made back to a parent branch with at least 1/3 the diameter of the subordinated limb.
 3. Lion tailing will not be allowed.
 - B) Remove dead branches at the point of attachment.
 - C) Provide fourteen feet of overhead clearance at roadsides.
 - D) Provide eight feet of overhead clearance at parking lots, sidewalks and other pathways.
 - E) Prune to clear line of sight to traffic signs for required sight distance.
 - F) Prune to clear line of sight to traffic signal heads for required sight distance.
- 5) **Palm Pruning:**
- A) Includes trimming fronds to a 45 degree angle, removing all seed pods, removing loose heels of fronds, cleaning trunk up to five feet from head of tree.
 - B) Remove all dead fronds. Dead fronds are those with less than 50% green tissue.
 - C) Remove all vines and sucker growth.
 - D) Palms are to be pruned during the summer months between June and September.
- 6) **Palm Skinning:**
- A) Includes the removal of old leaf stems, shag skirts and cleaning of trunk up to five feet from head.
- 7) **Emergency Services and Response:**
- A) The Contractor shall be required to provide emergency response to hanging limbs, hazardous, wind damaged or downed trees. This may include day, night, weekends, holidays and during storms. The Contractor will be given specific locations and the work to be completed at each location via telephone from a City authorized representative. The Contractor shall be required to start the work within sixty minutes of the initial phone call. The Contractor shall be required to report their arrival on the job site and report back to the City representative upon completion of the work specified.

- B) The Contractor is required to provide a 24-hour emergency phone number and names of two contact individuals within one week of contract award. Should the phone number or contact person change during the course of the contract the Contractor is required to inform the City immediately.
- C) The Contractor shall be required to provide all traffic control required during emergency response operations. Staff that performs traffic control operations must be traffic control certified. No work shall be performed on trees affected by high voltage lines. Should the work involve high voltage lines the Contractor shall be required to notify the responsible utility company to shut down the line or take any other necessary actions to allow work to be performed safely.

B. Removal of Stumps and Stump Grinding:

- A) All stumps must be removed to at least 24" below the lowest soil level adjacent to the stump or until deep roots are no longer encountered. The Contractor shall grind the stump to a minimum of four feet either side of the outer circumference of the stump or until surface roots are no longer encountered.
- B) All tree stumps shall be measured four inches above finish grade level to determine their size.
- C) Stumps should be cut low enough to the ground where grinding can be performed safely.
- D) Existing stumps need to be marked immediately after tree removal with orange cones and yellow "caution tape" until the stumps have been completely removed and backfilled to prevent tripping hazards.
- E) All stump grinding locations shall be called in to the Underground Service Alert (USA) for locating underground utilities. The locations shall be cleared by USA prior to stump grinding.
- F) All stumps must be backfilled and compacted using screened topsoil, two inches above grade to prevent settling.
- G) Adjacent area (vehicles, structures, etc.) shall be protected from flying debris prior to beginning grinding operations.
- H) No stump grinding debris such as shavings or wood fibers shall remain on site. The stump grinding debris cannot be used to backfill the hole.
- I) All irrigation repairs required as a result of the service provider's work shall be performed at no cost to the City or property owner.

C. Tree Planting:

- A) All tree planting shall be performed to both current City of Orange Standards and Specifications (Enclosure 1) and current ISA standards and practices.
- B) All planted trees shall be watered in after planting.
- C) A 90 day maintenance period shall be included with all plantings. Maintenance shall include regular watering and inspection.
- D) A 90 day warranty shall be included on all plantings.

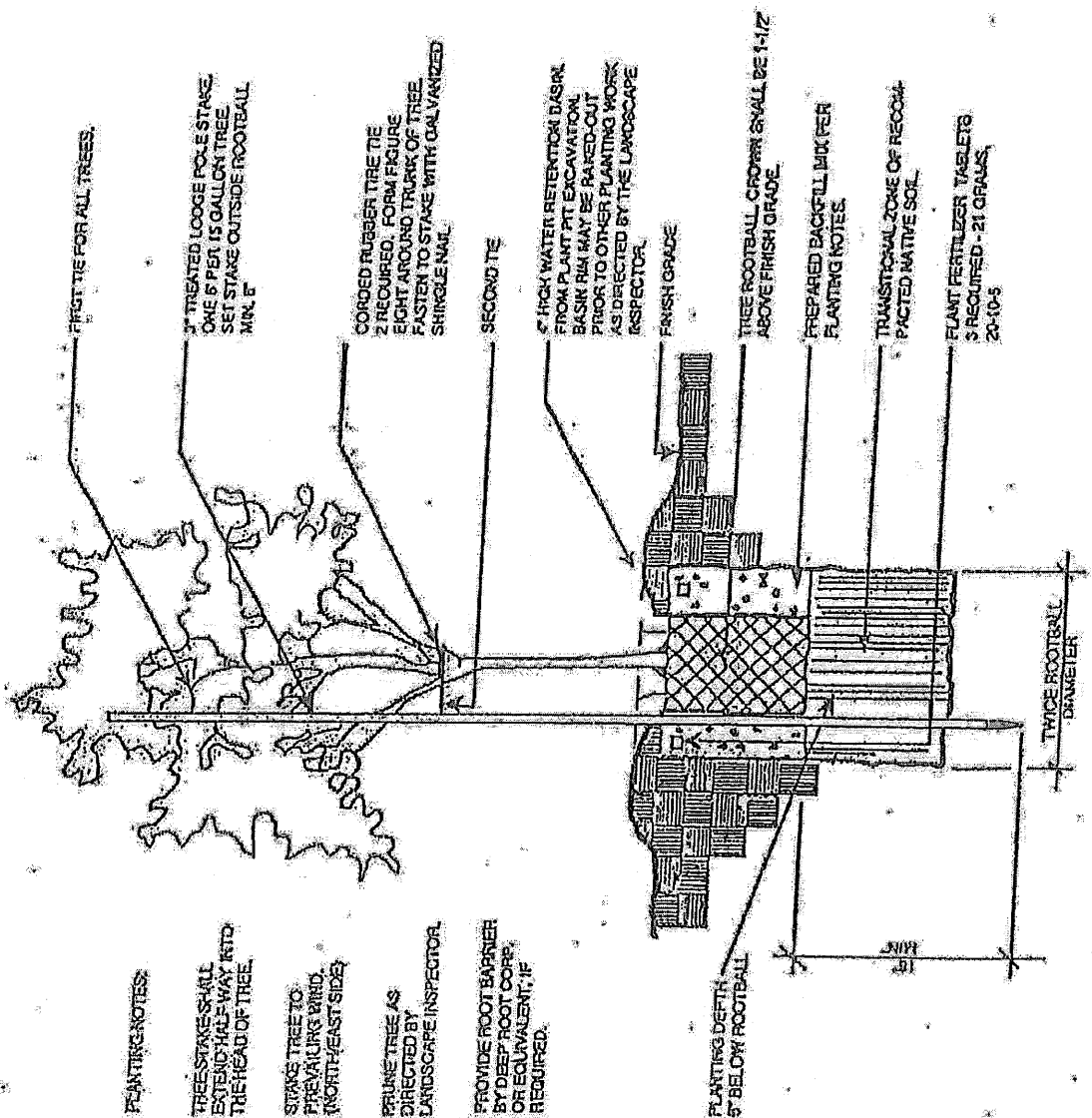
D. Tree Watering:

- A) Water shall be obtained at City provided sources through the use of a City provided meter. **NO WATER SHALL BE OBTAINED FROM CITY SOURCES WITHOUT THE USE OF A METER.**
- B) Tree wells and planting sites shall be watered utilizing a low flow device or diffuser capable of filling the tree well or planting site to a level flush with the adjacent grade (hardscape or earthen well).
- C) Any soils or materials splashed onto adjacent hardscape shall be removed by the service provider before continuing onto the next watering site.
- D) Watering costs shall be based on water, truck and driver for an eight hour day.

E. Root Pruning/Shaving

- A) Root pruning/shaving shall be performed under the direction of the City's arborist or designated City Representative.
- B) Roots shall be pruned/shaved using sharp, disinfected tools.

The City of Orange recently completed a GIS based inventory of its urban forest. The City will make this information available to the service provider upon contract award. As part of the street tree maintenance contract the service provider will be responsible for providing work history updates that will be directly uploaded into our ArcView GIS database. These work reports will be submitted along with the monthly billing. Invoices will not be processed without the required work summary reports.



PLANTING NOTES

TREE STAKE SHALL EXTEND HALF-WAY INTO THE HEAD OF TREE.

STAKE TREE TO PREVAILING WIND, (NORTH-EAST SIDE)

PRUNE TREE AS DIRECTED BY LANDSCAPE INSPECTOR.

PROVIDE ROOT BARRIER BY DEEP ROOT CORP. OR EQUIVALENT, IF REQUIRED.

PLANTING DEPTH 5\"/>

18\"/>

THICE ROOTS & L. DIAMETER

1\"/>

3\"/>

CORDED RUBBER TREE TIE 2 REQUIRED. FORM FIGURE EIGHT AROUND TRUNK OF TREE. FASTEN TO STAKE WITH GALVANIZED SHINGLE NAIL.

SECOND TIE

6\"/>

FINISH GRADE

TREE ROOTBALL. CROWN SHALL BE 1/12\"/>

PREPARED BACKFILL MIX PER PLANTING NOTES.

TRANSITIONAL ZONE OF RECOMPACTED NATIVE SOIL.

PLANT FERTILIZER TABLETS 5\"/>



3-25-04 DATE APPROVED

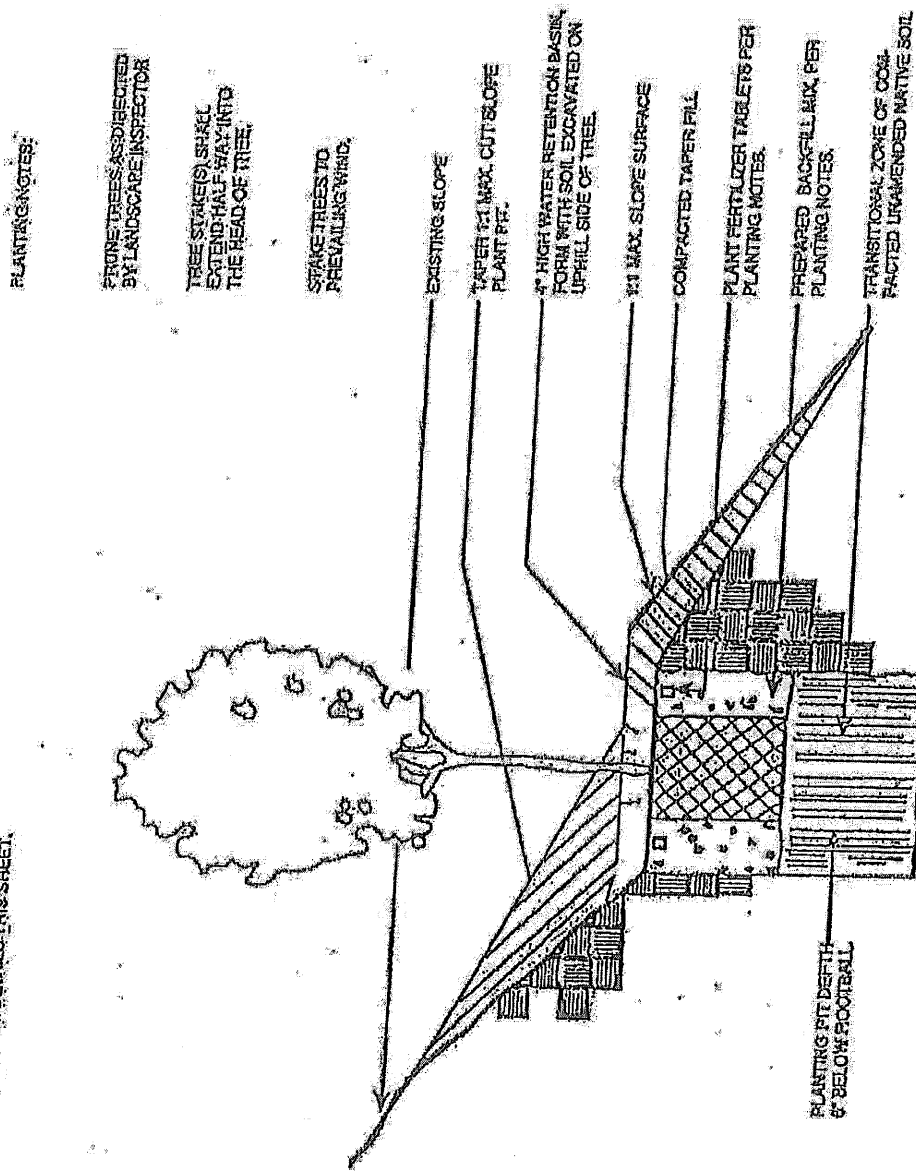
[Signature]
PUBLIC WORKS DIRECTOR/C.E.
[Signature]
ASSISTANT CITY ENGINEER

CITY OF ORANGE PUBLIC WORKS DEPARTMENT

CITY TREE STANDARD FORM
PLANTING DETAIL

STANDARD
PLAN No.
L-16

NOTE: STAKE SIZE AND LARGER TREES PER DETAIL IN THIS SHEET.



PLANTING NOTES:

FRUIT TREES ASSIGNED BY LANDSCAPE INSPECTOR

TREE STAKE(S) SHALL EXTEND HALF WAY INTO THE HEAD OF TREE.

STAKE TREES TO PREVAILING WIND.

EXISTING SLOPE

TAPER 1:1 MAX. CUT SLOPE PLANT PIT.

4" HIGH WATER RETENTION BASIN FORM WITH SOIL EXCAVATED ON UPHILL SIDE OF TREE.

1:1 MAX. SLOPE SURFACE

COMPACTED TAPER FILL

PLANT FERTILIZER TABLETS PER PLANTING NOTES.

PREPARED BACKFILL MIX PER PLANTING NOTES.

TRANSITIONAL ZONE OF COMPACTED UNPROMENDED NATIVE SOIL

PLANTING PIT DEPTH 6" BELOW FOOTBALL

TWICE FOOTBALL DIAMETER



3-25-04
DATE APPROVED

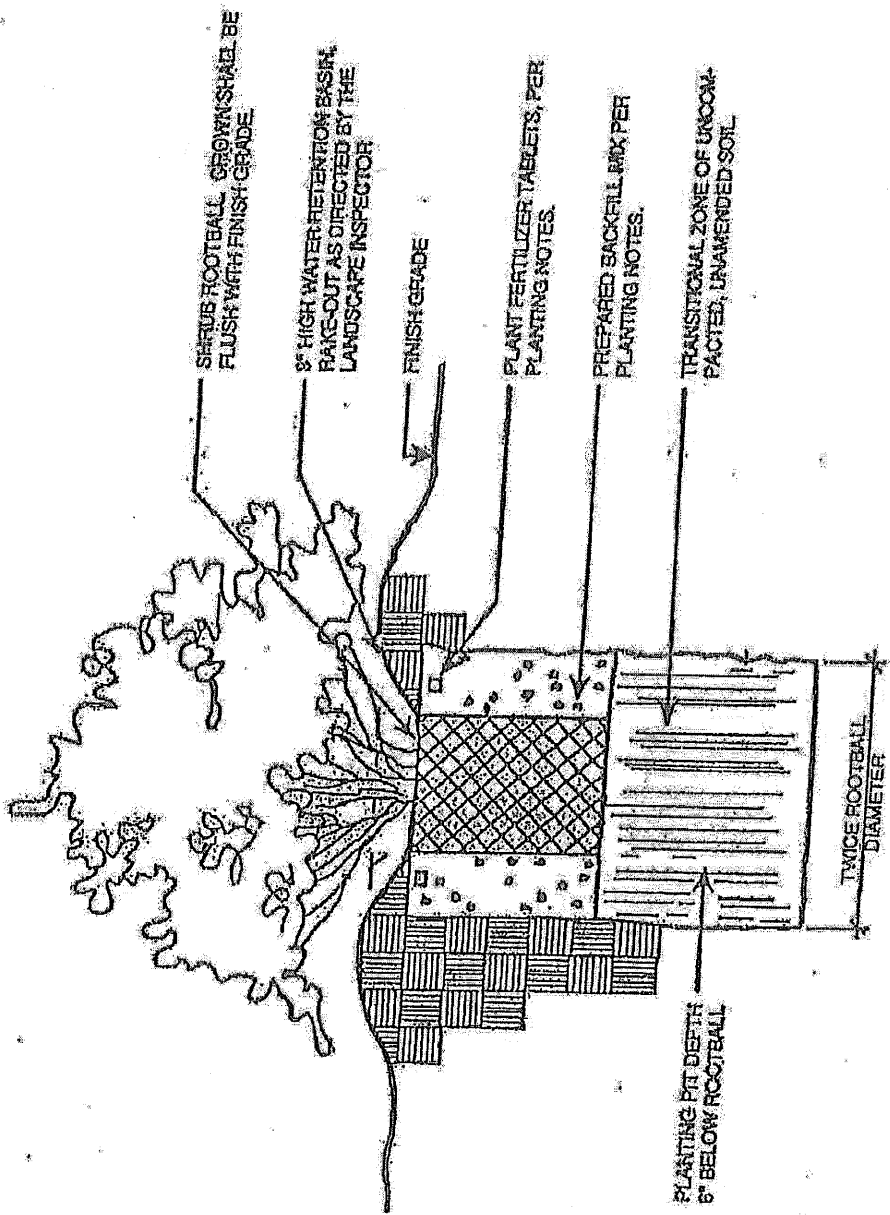
CITY OF ORANGE PUBLIC WORKS DEPARTMENT

Handwritten Signature
PUBLIC WORKS DIRECTOR/C.E.
Handwritten Signature
ASSISTANT CITY ENGINEER

TREE SLOPE PLANTING DETAIL

STANDARD PLAN No. L-15

NOTE - SEE ALL VINES PER PLANTING NOTES.



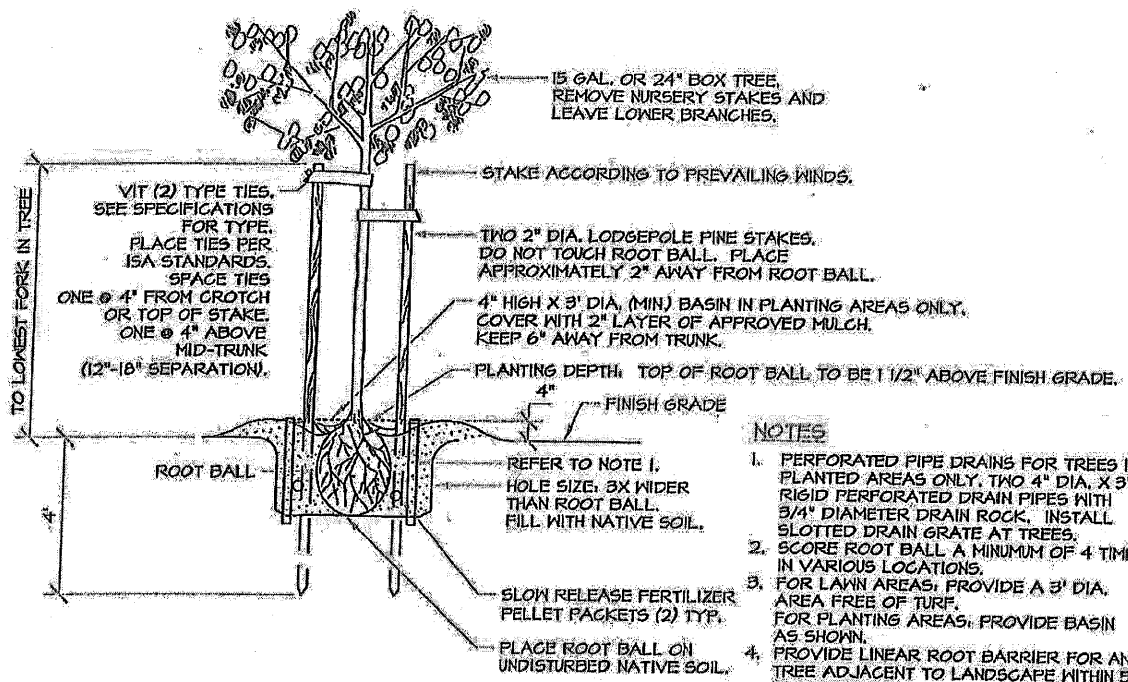
3-25-04
DATE APPROVED

John
PUBLIC WORKS DIRECTOR/C.E.
Castillo
ASSISTANT CITY ENGINEER

CITY OF ORANGE PUBLIC WORKS DEPARTMENT

SHRUB AND VINE PLANTING DETAIL

STANDARD
PLAN No.
L-17



NOTES

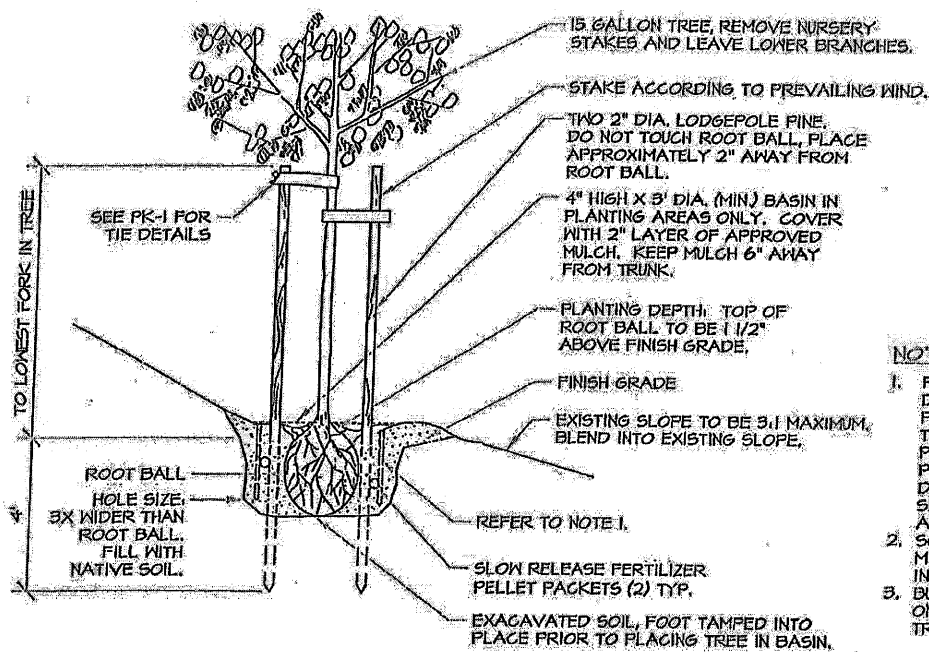
1. PERFORATED PIPE DRAINS FOR TREES IN PLANTED AREAS ONLY. TWO 4" DIA. X 3' RIGID PERFORATED DRAIN PIPES WITH 3/4" DIAMETER DRAIN ROCK. INSTALL SLOTTED DRAIN GRATE AT TREES.
2. SCORE ROOT BALL A MINIMUM OF 4 TIMES IN VARIOUS LOCATIONS.
3. FOR LAWN AREAS: PROVIDE A 3' DIA. AREA FREE OF TURF. FOR PLANTING AREAS: PROVIDE BASIN AS SHOWN.
4. PROVIDE LINEAR ROOT BARRIER FOR ANY TREE ADJACENT TO LANDSCAPE WITHIN 5' OF HARDSCAPE.
5. PROVIDE ARBOR GUARD FOR TREES IN TURF AREAS.
6. PROVIDE BUBBLERS FOR TREES IN HARDSCAPE AREAS.



TREE PLANTING
 COMMUNITY SERVICES DEPARTMENT

SCALE: NOT TO SCALE
 REVISED: OCTOBER 2006

PK-1



NOTES

1. PERFORATED PIPE DRAINS FOR TREES IN PLANTED AREAS ONLY. TWO 4" DIA. X 3' RIGID PERFORATED DRAIN PIPES WITH 3/4" DIA. DRAIN ROCK. INSTALL SLOTTED DRAIN GRATE AT TREES.
2. SCORE ROOT BALL A MINIMUM OF 4 TIMES IN VARIOUS LOCATIONS.
3. BUBBLERS TO BE PLACED ON THE UPHILL SIDE OF TREE.



TREES ON SLOPES

COMMUNITY SERVICES DEPARTMENT

SCALE: NOT TO SCALE
REVISED: OCTOBER 2006

PK-2

PLANTING DEPTH: TOP OF ROOT BALL TO BE 1" ABOVE FINISH GRADE.

BACKFILL WITH 70% EXCAVATED SOIL AND 30% SOIL AMENDMENT PER SOILS FERTILITY TEST.

HOLE SIZE: 3X WIDER THAN ROOT BALL.

PLACE ROOT BALL ON UNDISTURBED NATIVE SOIL.

1 OR 5 GALLON SHRUB.

4" HIGH X 2" DIA. PLANT BASIN COVER WITH 2" LAYER OF APPROVED MULCH.

FINISH GRADE WITH 2" LAYER OF APPROVED MULCH IN NON-TURF AREAS.

4"
COMPACTED SUBGRADE
ROOT BALL

NOTES

1. AMENDMENT SHALL BE CONSISTENT WITH SOILS FERTILITY TEST.
2. PLANTING AREAS SHALL BE TREATED WITH PRE-EMERGENT PRIOR TO PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
3. SCORE ROOT BALL IN VARIOUS LOCATIONS.

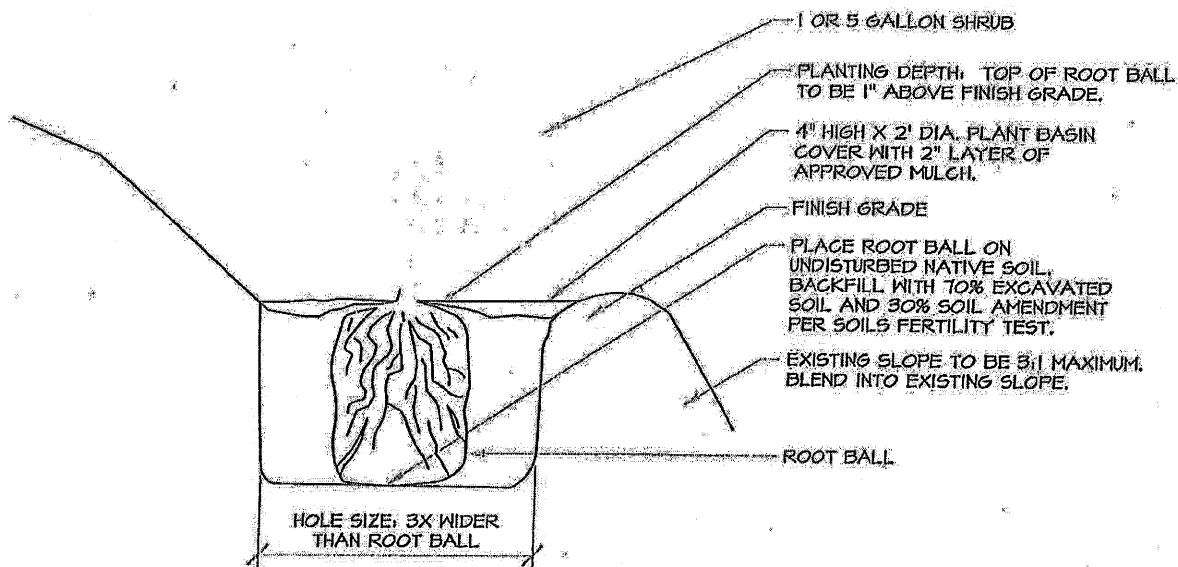


SHRUB PLANTING

COMMUNITY SERVICES DEPARTMENT

SCALE: NOT TO SCALE
REVISED: OCTOBER, 2006

PK-3



NOTES

1. PLANTER AREAS SHALL HAVE PRE-EMERGENT HERBICIDE APPLIED BEFORE PLANTING TO PREVENT GERMINATION OF WEED SEEDS.
2. BUBBLERS TO BE PLACED ON UPHILL SIDE OF SHRUB.
3. SCORE ROOT BALL IN VARIOUS LOCATIONS.



SHRUBS ON SLOPES

COMMUNITY SERVICES DEPARTMENT

SCALE: NOT TO SCALE
REVISED: OCTOBER 2006

PK-4