

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CALIFORNIA TREE SERVICE, INC.
for
AS-NEEDED TREE MAINTENANCE SERVICES
AGREEMENT NO. 55-2016SN**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and CALIFORNIA TREE SERVICE, INC., a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or his designated representative informed of the progress of said services at all times. Service Provider shall diligently perform all services to be provided under this Agreement in a skillful and workmanlike manner and in accordance with the latest recognized industry standards, practices and principles applicable thereto.
 - a. **As-Needed Services**
 - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
 - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.

- (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.
2. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2016 and shall terminate on June 30, 2019, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
- a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$375,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.
- b. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important

issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-SERVICE PROVIDERS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's Sub-Service Providers shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's Sub-Service Providers. Service Provider shall compensate each Service Provider's Sub-Service Providers in the time periods required by law. Any Service Provider's Sub-Service Providers employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's Sub-Service Providers satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
- b. Service Provider shall also include a clause in its Agreements with Service Provider's Sub-Service Providers which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's Sub-Service Providers to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE AND WARRANTY**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination,

including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.
- c. Service Provider warrants and represents that it shall (i) perform the services with competent and skilled personnel in a good and workmanlike manner consistent with applicable industry standards and practices; (ii) use sound engineering and/or technical principles where applicable; (iii) perform the services in compliance with specifications provided or approved by District; (iv) use or furnish materials and equipment that are merchantable, fit, and new unless otherwise provided in the TA; and (v) where mutually agreed, use or furnish merchantable and fit used material and equipment. To the extent assignable, all rights and remedies available to Service Provider or its subcontractors shall be passed directly to District. At no cost to District, Service Provider shall remedy nonconforming workmanship or replace nonconforming material and equipment, including removal of facilities as maybe necessary to reveal and repair or replace nonconforming services, and reinstallation of such facilities removed in connection therewith. If Service Provider does not remedy nonconforming service within ten (10) days written notice from company or within a time period otherwise agreed to by District and Service Provider (such an agreement not to be unreasonably withheld because outside factors may impact the time), District may do so at Service Provider's expense. If Service Provider fails to pay this expense,

District may deduct all expenses from any proceeds due to Service Provider. At no cost to District, Service Provider shall diligently and promptly remedy nonconforming workmanship, material and equipment appearing within one (1) year from the date of final acceptance, or within such longer period of time warranted by the manufacturer warranty; provided, however, with respect to latent defects in equipment and material installed by Service Provider such period shall be within such time as District discovers or should have discovered such latent defects under normal operating circumstances, but in no event less than four (4) years from installation by Service Provider.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.
8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.
9. **INDEMNIFY, DEFEND, HOLD HARMLESS**
 - a. **Duty to indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the

performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability

Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit C, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
 - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers'

Compensation and Insurance Act", Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer's Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

- (4) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer's Liability policies.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit C and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.
 - c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or

underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or Sub-Service Providers.
12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.
14. **CONFLICT OF INTEREST.** Service Provider represents and warrants the following:
- a. No Current or Prior Conflict of Interest. That Service Provider has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
 - b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Service Provider shall immediately inform the District in writing of such conflict.
 - c. Termination for Conflict. If the District determines that such conflict poses a material conflict to and with the performance of Service Provider's obligations under this Agreement, then the District, in its sole and absolute discretion, may terminate the Agreement immediately upon written notice to Service Provider. Such termination of the Agreement shall be effective upon the receipt of such notice by Service Provider.
15. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement

is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

16. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

17. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.

18. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option

of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

19. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

- c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

20. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no

expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

21. **COMPLIANCE WITH PREVAILING WAGE LAWS**

- a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.
- b. Certified Payrolls. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls to the General Services & Procurement Department, 1400 Tidelands Avenue, National City, California 91950.

22. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public

work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

b. 2.4.1 No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

23. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.

24. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.

a. Submit all correspondence regarding this Agreement to:

Paige Scott, Assistant Director
 General Services Department
 San Diego Unified Port District
 1400 Tidelands Ave.
 National City, CA 91950
 Tel. (619) 686-8169
 Email: pscott@portofsandiego.org

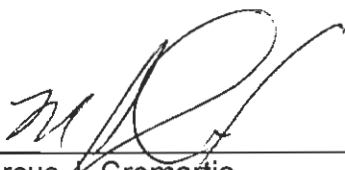
- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

George Jovanic, Vice President
 California Tree Service, Inc.
 1011 E. Mission Road
 San Marcos, CA 92069
 Tel. 760-510-8100
 Email: caltree222@yahoo.com


- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

CALIFORNIA TREE SERVICE, INC.



 Marcus J. Cromartie
 Director, General Services



 George Jovanic, Vice President

**Approved as to form and legality:
 GENERAL COUNSEL**



 By: Assistant Deputy

ATTACHMENT A
SCOPE OF SERVICES
San Diego Unified Port District

I. SCOPE OF SERVICES

A. General Information

1. Service Provider shall provide As-Needed Tree Maintenance Services at Port District (District) facilities and properties within the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach.
2. Services shall include inspection, pruning, disease and pest control, tree removal, broken branch removal and the disposal of pruning debris for Broadleaf, Conifer, Coral, and Palm trees. The unit prices in the Fee Schedule shall include full compensation for the Service Provider to provide all labor, supervision, materials, equipment, tools, cleanup, disposal, and all related incidentals required to perform As-Needed Tree Maintenance Services.
3. Service Provider shall move, cover or protect any structures or equipment that may be damaged during As-Needed Tree Maintenance Services. Service Provider shall remove from Tidelands all materials, tools, equipment, debris, and coverings upon completion of services. Service Provider shall not permit debris and waste material generated from all operations to enter into storm-water conveyance system. Service Provider shall maintain site safety and security for public areas at all times.
4. Service Provider shall conform to the current requirements of the American National Standards Institute (ANSI) A300, Standard Practices for Tree, Shrub and other Woody Plant Maintenance, and any current updates or revisions that apply to this standard. Trees and landscape which are damaged, die or become grossly deformed as a result of Service Provider's negligence or failure to follow tree pruning standards of Service Provider's certified arborist, shall be replaced by Service Provider at no additional cost to the District. All replacement tree specimens, shall be approved by the District Representative prior to their planting.
5. While working on District property, the Service Provider's employees shall wear uniforms with appropriate company name and logo. Service Provider's vehicles shall be clearly marked with appropriate company name and logo.

B. Safety

Service Provider shall abide by all local, federal, state, CAL/OSHA, OSHA, and District safety codes, policies, and procedures. Service Provider will be responsible for fines incurred if not in compliance with all above regulations. Service Provider shall post signs and provide barricades to safely protect the public prior to the start of work. Service Provider shall remove all signs and barricades at the completion of the work. Service Provider shall follow current Caltrans traffic control guidelines when performing work as applicable. Service Provider shall provide required submittals to the District Representative. A list of submittals may be found in the Submittals Section of this Scope of Services.

1. Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the services provided.
2. Service Provider shall give notices and comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.
3. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety, or other governing regulations, and all manufacturers' warnings and application instructions listed on the Safety Data Sheet and on the product container label.
4. Injury & Illness Prevention Program (IIPP): Service Provider shall prepare and submit to the District's Representative, one copy of their IIPP that addresses all the actions necessary to establish a safe working environment, prior to the commencement of on-site work. It is the Service Provider's responsibility to take all reasonable precautions to ensure the safety of the public and its employees and to comply with all federal, state, and local regulations. It is the Service Provider's responsibility to establish and maintain safe onsite working conditions for the duration of the project.

C. Execution

Task Authorization - As-Needed Tree Maintenance Services shall be undertaken by the Service Provider only upon issuance of a Task Authorization by the District for said services; (Exhibit A – Sample Task Authorization). The Service Provider shall not perform As-Needed Tree Maintenance Services until the District Representative provides a written Task Authorization specifically indicating the scope and negotiated cost for the work. A Task Authorization shall not be considered effective until the form is signed by the District. The District does not guarantee a minimum amount of As-Needed Tree Maintenance Services under this Agreement.

Service Provider shall not use climbing spikes, spurs, climbing gaffs or any devices that may injure the trees. Where accessibility is an issue, the District may allow the use of climbing spikes with prior authorization by the District Representative. Trees shall be pruned in a manner that will not impair the health of each tree. No tree limbs shall be flush cut; no stubs shall be left; and no topping, heading, or pollarding of trees will be permitted unless otherwise directed by the District Representative. Any tree determined to be in danger of falling or having its crown drop to the ground, shall be reported immediately to the District Representative. .

Debris and trimming generated from the Service Provider's tree pruning operations shall be removed from the work site each day, unless otherwise permitted by the District Representative. Service Provider shall ensure that no trimmings remain in tree branches after pruning and cleaning operations. If Service Provider fails to perform debris pickup and removal each day, District shall retain the right to perform debris pickup and removal with its own force, the cost of which shall be borne by the Service Provider.

1. **Tree Pruning** - Tree pruning shall conform to the requirements of: (1) this Scope of Services; and (2) the current American National Standards Institute (ANSI) A300; Standard Practices for Tree, Shrub and other Woody Plant Maintenance.

- a. Coral, Broadleaf, & Conifer Tree Pruning - Service Provider shall remove overhanging branches from streets, sidewalks, and parkways. Branches overhanging streets shall be removed to a height of 14.7 feet above the adjacent curb. Branches overhanging sidewalks and parkways shall be removed to a height of 9 feet above the pavement. Service Provider shall prune trees adjacent to structures by 5 feet in all directions and provide clearance so that all signs, street poles, and light poles are not obstructed from view or line of sight. Each tree shall be pruned to balance its canopy. Service Provider shall notify District Representative of any conflicting direction of this Agreement in the removal of branches.

If required for size control, Service Provider shall prune the upper crown and horizontal branches by "drop crotch pruning" (i.e., a thinning type of pruning in which a main branch or the leader is removed by cutting to a large lateral; the cut is at the crotch formed with the portion removed and the lateral left). Where feasible, smaller trees shall be removed in preference to larger ones. Service Provider shall retain the remaining lower branches in tact to form a reduced foliage perimeter at a specific height and spread. Service Provider shall remove dead, broken, and diseased branches as directed by the District Representative.

Service Provider shall prune branch ends to reduce weight especially where such overburden appears likely to cause breakage of tree limbs. Service Provider shall remove cross limbs and water sprouts (suckers). "Lion-Tailing" (the removal of all interior limbs or sprouts) will not be considered satisfactory tree pruning. Service Provider shall properly shorten tree limbs which extend beyond the natural perimeter of an otherwise symmetrical form to retain a green leafy canopy shape.

- b. **Palm Tree Pruning** - Service Provider shall remove dead fronds and frond butts (petioles) from the base of the tree trunk to a height at which the lowest remaining row of green fronds is at horizontal. Service Provider shall also remove seed clusters, husks, sheaths, and any weed growth. Fronds overhanging streets shall be removed to a height of 14.7 feet above the adjacent curb. Fronds overhanging sidewalks and parkways shall be removed to a height of 9 feet above the pavement. Trees shall be pruned to clear adjacent structures by 5 feet. Trees shall be pruned to provide clearance so that all signs, street poles, and luminaries are not obstructed from view or line of site. Should the removal of palm fronds in compliance with this paragraph conflict with other specifications or requirements of this Agreement, Service Provider shall bring those conflicts to the attention of the District Representative who will decide the proper course of action. If tree shows signs of disease, pruning tools shall be disinfected between trimmings of each palm tree with an approved disinfectant solution (50% bleach 50% water). Tools shall be soaked a minimum of five minutes in disinfectant solution after use on each tree. No chain saws or reciprocating saws shall be used except on Washingtonia Robusta palms only.

2. **Palm Tree Skinning** - Service Provider shall skin palm tree trunks as directed by the District Representative.

If tree shows signs of disease, tools shall be disinfected between skinning of each palm tree with disinfectant solution (50% bleach and 50% water). Tools shall be soaked a minimum of five minutes in disinfectant solution after use on each tree. No chain saws or reciprocating saws shall be used except on Washingtonia Robusta palms only.

3. **Tree Removal** - Tree removal shall include removal and disposal of all portions of the tree or trees, including, stump, root ball, root barrier, irrigation well, and irrigation bubbler (cap lateral 12" to 15" below grade). After completion of tree removal operation, Service Provider shall backfill removal area with topsoil and shall install and water-in new sod to match existing sod. Service Provider shall notify District Representative of any conflicting direction of this Agreement for tree removal.

4. **Broken Branch Removal** - Broken branch removal shall include the cutting up and disposal of all portions of the broken branches. The Service Provider shall remove any partial branches and undercut and cut them off flush at the trunk.
5. **Certified Arborist Services** - Service Provider shall provide the services of an ISA (International Society of Arboricultural) Certified Arborist for the purpose of providing pruning techniques, tree-soil-water relations, tree nutrition and fertilization, and tree planting and establishment.
6. **Disease and Pest Control Inspection** - When requested by the District Representative, the Service Provider's licensed Pest Control Advisor shall inspect trees for presence of disease, insect, or rodent infestation and shall report in writing to the District Representative any disease, pests, or problems found on trees.
7. **Disease and Pest Control Services** - When requested by the District Representative, Service Provider shall utilize standard industry best Integrated Pest Management (IPM) practices prior to applying pesticides and shall prune away dead or diseased portions of trees in accordance with the report.
8. **Nest Survey Services** - Service Provider shall provide the services of a Wildlife Training Institute Certified Wildlife Protector.

D. Service and Response Time

Service Provider shall provide As-Needed Tree Maintenance Services that meet the following response times:

1. As-Needed Service Calls - Service Provider shall provide services within a maximum of five (5) working days of receiving the Task Authorization notification. Service Provider shall have an answering service, cell phone, or office personnel available during normal business hours (8:00 a.m. – 5:00 p.m.) to receive service request notifications.
2. Urgent Service Calls - When notified by the District's Duty Maintenance Supervisor or Maintenance Operations Manager, Service Provider shall acknowledge urgent service calls within one (1) hour. Service Provider shall provide services onsite within four (4) hours, 24 hours a day, seven (7) days a week, including holidays. Service Provider shall have an answering service or cell phone available at all times to receive urgent requests. Service Provider shall provide services in accordance with direction received from the District's Duty Maintenance Supervisor or Maintenance Operations Manager.

3. Rework - The District Representative shall inspect the quality of work and if required, Service Provider shall correct the work deficiencies at no additional cost to the District. Service Provider shall perform all re-work within five (5) business days from notification by District Representative.

E. Submittals

1. Permits - Whenever and/or wherever traffic control is required for public safety and convenience, Service Provider shall obtain a City Traffic Control Permit(s) for the As-Needed Tree Maintenance Services. Service Provider shall also obtain all other permits incidental to the work, or made necessary by its operation, including those permits required for night work, overload and equipment, and pay all fees and costs incurred for and by the permit requirements. However, Service Provider shall not be entitled to reimbursement from the District for said fees and costs.
2. Service Provider shall furnish three copies of Safety Data Sheet (SDS) for all chemicals used on District properties.
3. Injury and Illness Prevention Program (IIPP) - Service Provider shall submit one (1) copy of IIPP that addresses all the actions necessary to establish a safe working environment, to the District Representative prior to the commencement of work.

F. Licensing and Certification

1. Service Provider shall possess a **California State License Classification C-27 or C61, Category D-49**. A copy of the license and/or certification shall be provided to the District Representative prior to the performance of services under this Agreement.
2. Service Provider shall provide the services of an **ISA (International Society of Arboricultural) Certified Arborist** for the purpose of providing pruning techniques, tree-soil-water relations, tree nutrition and fertilization, and tree planting and establishment. Copies of ISA Certification shall be provided to the District Representative prior to the performance of services under this Agreement.
3. Service Provider shall provide the services of a **Wildlife Training Institute Certified Wildlife Protector** and copies of certification shall be provided to the District Representative prior to the performance of services under this agreement.

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION

a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.

(1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Task Authorizations shall be Lump Sum, or Fixed Fee, Time and Materials or any combination of the three.

(a) Each invoice for Lump Sum work shall include:

Date work performed;
Description of the work performed;
Direct Costs.

(b) Each invoice for Fixed Fee work shall include:

Date work performed;
Description of the work performed;
Percent of total work being invoiced;
Percent of total work completed;
Direct Costs.

(c) Each invoice for Time and Materials work shall include:

Date work performed;
Description of the work performed;
Hours worked by personnel classification;
Rate per personnel classification;
Total personnel cost by classification; and
Direct Costs.

(2) Services shall be invoiced in accordance with the following Rate Tables:

TERM 1
7/1/16 to 6/30/17

Item No.	Item	Unit of Measure	Unit Price
1	Tree Pruning		
	Broadleaf Tree Pruning	EA	\$ 35.00
	Conifer Tree Pruning	EA	\$ 30.00
	Palm Tree Pruning	EA	\$ 24.00
	Erythrina Caffra (Coral)	EA	\$ 58.00
2	Palm Tree Skinning	FT	\$ 3.00
3	Tree Removal		
	10" dia. to 18" dia. Trunk	EA	\$ 65.00
	9" dia. to 24" dia. Trunk	EA	\$ 95.00
	5" dia. to 30" dia. Trunk	EA	\$195.00
	31" dia. to 48" dia. Trunk	EA	\$250.00
4	Broken Branch Removal		
	3" dia. to 6" dia. Branch	EA	\$ 5.00
	7" dia. to 12" dia. Branch	EA	\$ 10.00
	3" dia. to 18" dia. Branch	EA	\$ 15.00
	19" dia. to 36" dia. Branch	EA	\$ 15.00
5	Urgent Service Call Premium	Per Call	\$ 25.00
6	Certified Arborist Services	Per Hour	\$ 25.00
7	Disease/Pest Control Inspection	Per Hour	\$ 25.00
8	Disease/Pest Control Services	Per Hour	\$ 25.00
9	Nest Survey Services	Per Hour	\$ 25.00

TERM 2
7/1/17 to 6/30/18

Item No.	Item	Unit of Measure	Unit Price
1	Tree Pruning		
	Broadleaf Tree Pruning	EA	\$ 35.00
	Conifer Tree Pruning	EA	\$ 30.00
	Palm Tree Pruning	EA	\$ 24.00
	Erythrina Caffra (Coral)	EA	\$ 58.00
2	Palm Tree Skinning	FT	\$ 3.00
3	Tree Removal		
	10" dia. to 18" dia. Trunk	EA	\$ 65.00
	9" dia. to 24" dia. Trunk	EA	\$ 95.00
	5" dia. to 30" dia. Trunk	EA	\$195.00
	31" dia. to 48" dia. Trunk	EA	\$250.00
4	Broken Branch Removal		
	3" dia. to 6" dia. Branch	EA	\$ 5.00
	7" dia. to 12" dia. Branch	EA	\$ 10.00
	3" dia. to 18" dia. Branch	EA	\$ 15.00
	19" dia. to 36" dia. Branch	EA	\$ 15.00
5	Urgent Service Call Premium	Per Call	\$ 25.00
6	Certified Arborist Services	Per Hour	\$ 25.00
7	Disease/Pest Control Inspection	Per Hour	\$ 25.00
8	Disease/Pest Control Services	Per Hour	\$ 25.00
9	Nest Survey Services	Per Hour	\$ 25.00

TERM 3
7/1/18 to 6/30/19

Item No.	Item	Unit of Measure	Unit Price
1	Tree Pruning		
	Broadleaf Tree Pruning	EA	\$ 35.00
	Conifer Tree Pruning	EA	\$ 30.00
	Palm Tree Pruning	EA	\$ 24.00
	Erythrina Caffra (Coral)	EA	\$ 58.00
2	Palm Tree Skinning	FT	\$ 3.00
3	Tree Removal		
	10" dia. to 18" dia. Trunk	EA	\$ 65.00
	9" dia. to 24" dia. Trunk	EA	\$ 95.00
	5" dia. to 30" dia. Trunk	EA	\$195.00
	31" dia. to 48" dia. Trunk	EA	\$250.00
4	Broken Branch Removal		
	3" dia. to 6" dia. Branch	EA	\$ 5.00
	7" dia. to 12" dia. Branch	EA	\$ 10.00
	3" dia. to 18" dia. Branch	EA	\$ 15.00
	19" dia. to 36" dia. Branch	EA	\$ 15.00
5	Urgent Service Call Premium	Per Call	\$ 25.00
6	Certified Arborist Services	Per Hour	\$ 25.00
7	Disease/Pest Control Inspection	Per Hour	\$ 25.00
8	Disease/Pest Control Services	Per Hour	\$ 25.00
9	Nest Survey Services	Per Hour	\$ 25.00

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
 - (1) Agreement No. **55-2016SN**
 - (2) If applicable, the Task Authorization(s) (TA) number being charged.
 - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. **65037**, and that payment has not been received."
 - (4) Dates of service provided
 - (5) Date of invoice
 - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of:

San Diego Unified Port District
General Services Department
Attention: Invoice Processing Center
1400 Tidelands Avenue
National City, CA 91950
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.

- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.



EXHIBIT A - SAMPLE TASK AUTHORIZATION

GENERAL SERVICES DEPARTMENT.

San Diego Unified Port District
1400 Tidelands Ave
National City, CA 91950
(619) 686-6321
(619) 531-7983

DATE

COMPANY NAME &
ADDRESS & FAX

Subject: Task Authorization for Agreement No. XX-XXXX

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$XXXXX. This Task Authorization is in accordance with the terms of the subject Agreement. **Please cite TA #01-01 on invoice(s) for this Task.**

TASK DESCRIPTION

1.	Requestor:	4.	WO Number:	
2.	Date of Request:	5.	Start Date/End Date	
3.	Task Budget:			
6.	Task Title:			
7.	Scope of Services			

TASK DESCRIPTION, continued**APPROVALS**APPROVED: ☐ YES ☐ NO

Name: _____

Title: Management Analyst

Date: _____

APPROVED: ☐ YES ☐ NO

Name: _____

Title: Assistant Director

Date: _____

DIRECTOR APPROVAL:

Signature: _____

Name: _____

Title: General Services Director

Date: _____

**EXHIBIT B
HOLIDAYS
San Diego Unified Port District**

FEDERAL HOLIDAYS

January	New Year's Day
January	Martin Luther King Jr. Day
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veterans Day
November	Thanksgiving Day
December	Christmas Day

DISTRICT HOLIDAYS

January	New Year's Day
January	Martin Luther King Jr. Day
February	President's Day
March	Cesar Chavez Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Veterans Day
November	Thanksgiving Day
November	Friday After Thanksgiving
December	Christmas Eve
December	Christmas Day
December	New Year's Eve

EXHIBIT C
CERTIFICATE OF INSURANCE
San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate.**
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 12010-3
Hemet, CA 92546-8010 —OR—
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability Occurrence Form Claims-made Form Retro Date _____ Liquor Liability Deductible/SIR: \$ _____		Inception Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Inception Date: Expiration Date:	Each Occurrence: \$ _____
	Workers' Compensation – Statutory Employer's Liability		Inception Date: Expiration Date:	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Excess/Umbrella Liability		Inception Date: Expiration Date:	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE		A. M. BEST RATING	
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			Phone Numbers Toll Free: _____ Fax Number: _____ E-mail Address: _____	
			Signature of Authorized Agent(s) or Broker(s) Date: _____	

SAN DIEGO UNIFIED PORT DISTRICT
REQUIRED INSURANCE ENDORSEMENT

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 12010-3
 Hemet, CA 92546-8010 – OR –
 Email to: sdupd@prod.certificatesnow.com
 Fax: 1-866-866-6516

(3)

REFERENCE

COPY

65037

RESOLUTION 2016-56**RESOLUTION SELECTING AND AUTHORIZING AN AGREEMENT WITH CALIFORNIA TREE SERVICE, INC. FOR AS-NEEDED TREE MAINTENANCE SERVICES FROM JULY 1, 2016 THROUGH JUNE 30, 2019 FOR AN AMOUNT NOT TO EXCEED \$375,000**

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

WHEREAS, the District contracts for as-needed tree maintenance services including arborist services, nest surveys, tree maintenance, tree removal, palm tree skinning, and pruning, primarily due to cost effectiveness of providing maintenance which requires specialized tasks and equipment; and

WHEREAS, on April 9, 2013, the Board authorized a three (3) year agreement, Clerk's Document No. 62314 dated May 22, 2013, with California Tree for as-needed tree maintenance services at various District locations commencing July 1, 2013 and expiring June 30, 2016 in an amount not to exceed \$375,000; and

WHEREAS, RFP 15-51 was solicited through Planet Bids on January 28, 2016; and

WHEREAS, electronic solicitation notifications went to 348 potential service providers, and 20 service providers downloaded the bid package; and

WHEREAS, on March 15, 2016, the District received three (3) bids; and

WHEREAS, the bids were evaluated and it was determined that all bids received were responsive and acceptable; and

WHEREAS, the bid received from California Tree is the lowest, responsive, and acceptable bid; and

2016-56

WHEREAS, all proposed rates were calculated using the same estimated quantities. District staff is budgeting \$125,000 per year based on historical needs and as-needed tree maintenance services as required; and

WHEREAS, the frequency of tree maintenance services fluctuate due to safety requirements, weather and tree life cycle.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or her designated representative is hereby authorized and directed on behalf of the San Diego Unified Port District to enter into an agreement with California Tree Service, Inc., for as-needed tree maintenance services from July 1, 2016 through June 30, 2019 for an amount not to exceed \$375,000.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL


By: Assistant/Deputy

2016-56

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 10th day of May, 2016, by the following vote:

AYES: Bonelli, Castellanos, Malcolm, Merrifield, and Nelson.

NAYS: None.

EXCUSED: Moore and Valderrama.

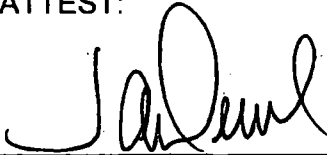
ABSENT: None.

ABSTAIN: None.



Marshall Merrifield, Chairman
Board of Port Commissioners

ATTEST:



Timothy A. Deuel
District Clerk

(Seal)



San Diego Unified Port District

(39)

3165 Pacific Hwy.
San Diego, CA 92101

REFERENCE

COPY

65037

File #:2016-0209

DATE: May 10, 2016

SUBJECT:

RESOLUTION SELECTING AND AUTHORIZING AN AGREEMENT WITH CALIFORNIA TREE SERVICE, INC. FOR AS-NEEDED TREE MAINTENANCE SERVICES FROM JULY 1, 2016 THROUGH JUNE 30, 2019 FOR AN AMOUNT NOT TO EXCEED \$375,000

EXECUTIVE SUMMARY:

The District contracts for as-needed tree maintenance services as a matter of cost effectiveness. This agreement provides for arborist services, nest surveys, tree maintenance, tree removal, palm tree skinning, and pruning of approximately 4,700 mature trees at various District facilities and public park locations on District tidelands. The current agreement with California Tree Service, Inc. (California Tree) expires June 30, 2016.

Pursuant to Board of Port Commissioners Policy No. 110, Section II.C, Request for Bids (RFB) 15-51 was issued January 28, 2016. Three (3) bids were received and evaluated on March 15, 2016. Staff determined all bids to be responsive. Staff recommends the Board select and authorize an agreement (Attachment A) with the lowest, responsive, and acceptable bidder, California Tree to provide as-needed tree maintenance services from July 1, 2016 to June 30, 2019 in an amount not to exceed \$375,000.

RECOMMENDATION:

Adopt a Resolution selecting and authorizing an agreement with California Tree Service, Inc. to provide as-needed tree maintenance services from July 1, 2016 to June 30, 2019 at various District facilities and public park locations in an amount not to exceed \$375,000.

FISCAL IMPACT:

Funds for the first year of this expenditure have been requested in the FY 16/17 General Services' Facilities Maintenance-Outside Services account pending approval of the budget by the Board. Funds required for future fiscal years will be budgeted in the appropriate fiscal year; subject to Board approval upon adoption of each fiscal year's budget.

COMPASS STRATEGIC GOALS:

This agreement provides for the continuous maintenance of various trees on District tidelands, ensuring a safe environment for District staff and the visiting public.

File #:2016-0209

This agenda item supports the following Strategic Goal(s):

- A Port that is a safe place to visit, work and play.

DISCUSSION:

The District contracts for as-needed tree maintenance services including arborist services, nest surveys, tree maintenance, tree removal, palm tree skinning, and pruning, primarily due to cost effectiveness of providing maintenance which requires specialized tasks and equipment.

On April 9, 2013, the Board authorized a three (3) year agreement, Clerk's Document No. 62314 dated May 22, 2013, with California Tree for as-needed tree maintenance services at various District locations commencing July 1, 2013 and expiring June 30, 2016 in an amount not to exceed \$375,000.

RFP 15-51 was solicited through Planet Bids on January 28, 2016. Electronic solicitation notifications went to 348 potential service providers, and 20 service providers downloaded the bid package.

On March 15, 2016, the District received three (3) bids. The bids were evaluated and it was determined that all bids received were responsive and acceptable as summarized below (lowest to highest):

○	California Tree Service, Inc.	\$277,146.00
○	West Coast Arborists, Inc.	\$762,868.00
○	Tree Pros, Inc.	\$1,150,692.86

The bid received from California Tree is the lowest, responsive, and acceptable bid. All proposed rates were calculated using the same estimated quantities. District staff is budgeting \$125,000 per year based on historical needs and as-needed tree maintenance services as required. The frequency of tree maintenance services fluctuate due to safety requirements, weather and tree life cycle.

Staff recommends the Board select and authorize an agreement (Attachment A) with California Tree Services Inc. for as-needed tree maintenance services at various District facilities and public park locations in an amount not to exceed \$375,000.

General Counsel's Comments:

The Office of the General Counsel has reviewed this agenda and found no legal concerns as presented and has reviewed and approved the agreement as to form and legality.

Environmental Review:

The proposed Board action to authorize an agreement with California Tree Service, Inc. for as-needed tree services at various District facilities and public park locations on District tidelands is

File #:2016-0209

Categorically Exempt pursuant to California Environmental Quality Act (CEQA) Guidelines Section 15301 (Class 1 - Existing Facilities) and Section 3.a of the District's Guidelines for Compliance with CEQA because the project in question will involve no expansion of use beyond that previously existing and none of the trees are sensitive species. No further action under CEQA is required.

The proposed action complies with Section 87 of the Port Act, which allows for construction, reconstruction, repair, maintenance, and operation of public buildings public assembly and meeting places, convention centers, parks, playgrounds, bathhouses and bathing facilities, recreation and fishing piers, public recreation facilities, including, but not limited to, public golf courses, and for all works, buildings, facilities, utilities, structures, and appliances incidental, necessary, or convenient for the promotion and accommodation of any of those uses. The Port Act was enacted by the California Legislature and is consistent with the Public Trust Doctrine. Consequently, the proposed action is consistent with the Public Trust Doctrine.

In addition, the proposed Board action is considered "excluded development" pursuant to Section 8.a (Existing Facilities) of the District's Coastal Development Permit Regulations; therefore, issuance of a Coastal Development Permit is not required.

Equal Opportunity Program:

Due to limited known subcontracting opportunities, no Small Business Enterprise goal was established for this agreement.

PREPARED BY:

Amy Tigri
Management Analyst, General Services

Attachment(s):
Attachment A: Agreement No. 55-2016

**AGREEMENT BETWEEN
SAN DIEGO UNIFIED PORT DISTRICT
and
CALIFORNIA TREE SERVICE, INC.
for
AS-NEEDED TREE MAINTENANCE SERVICES
AGREEMENT NO. 55-2016SN**

The parties to this Agreement are the SAN DIEGO UNIFIED PORT DISTRICT, a public corporation (District) and CALIFORNIA TREE SERVICE, INC., a California Corporation (Service Provider). The parties agree to the following:

1. **SCOPE OF SERVICES.** Service Provider shall provide services to satisfactorily comply with Attachment A, Scope of Services, attached hereto and incorporated herein, as requested by District. Service Provider shall keep the Executive Director of the District or his designated representative informed of the progress of said services at all times. Service Provider shall diligently perform all services to be provided under this Agreement in a skillful and workmanlike manner and in accordance with the latest recognized industry standards, practices and principles applicable thereto.
 - a. **As-Needed Services**
 - (1) Service Provider is aware that the services to be provided under this Agreement are on an as-needed basis as determined by the District. Service Provider may or may not receive a request to provide such services, and Service Provider may not receive the maximum expenditure of funds allocated for these services. No work or services will be performed until a task authorization has been signed by the District Representative.
 - (2) Service Provider shall furnish all technical and professional labor, and materials to satisfactorily comply with Attachment A: Scope of Services as requested by District by issuance of specific Task Authorization and agreed to by Service Provider.

- (3) Services rendered under this Agreement shall be undertaken by Service Provider only upon issuance of a Task Authorization (TA) for said services, in the format as shown in the attached Exhibit A, attached hereto and incorporated herein. A Task Authorization shall not be considered effective until the Task Authorization has been signed by the District's designated representative.
2. **TERM OF AGREEMENT.** This Agreement shall commence on July 1, 2016 and shall terminate on June 30, 2019, subject to earlier termination as provided below.
3. **COMPENSATION.** For performance of services rendered pursuant to this Agreement and as further described in Attachment B, Compensation and Invoicing, attached hereto and incorporated herein; District shall compensate Service Provider based on the following, subject to the limitation of the maximum expenditure provided herein:
- a. **Maximum Expenditure.** The maximum expenditure under this Agreement shall not exceed \$375,000.00. Said expenditure shall include without limitation all sums, charges, reimbursements, costs and expenses provided for herein. Service Provider shall not be required to perform further services after compensation has been expended. In the event that the Service Provider anticipates the need for services in excess of the maximum Agreement amount, the District shall be notified in writing immediately. District must approve an amendment to this Agreement before additional fees and costs are incurred.
- b. **Progress Documentation.** Service Provider shall provide District progress reports in a format and on a schedule as District directs. Progress reports shall include a description of work completed, cumulative dollar costs incurred, anticipated work for the next reporting period, percentage of work complete, and the expected completion date for remaining work. The report shall identify problem areas and important

issues that may affect project cost and/or schedule. The report shall present actual percent completion versus planned percent completion.

4. **RECORDS**

- a. Service Provider shall maintain full and complete records of the cost of services performed under this Agreement. Such records shall be open to inspection of District at all reasonable times in the City of San Diego and such records shall be kept for at least three (3) years after the termination of this Agreement.
- b. Such records shall be maintained by Service Provider for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.
- c. Service Provider understands and agrees that District, at all times under this Agreement, has the right to review project documents and work in progress and to audit financial records, whether or not final, which Service Provider or anyone else associated with the work has prepared or which relate to the work which Service Provider is performing for District pursuant to this Agreement regardless of whether such records have previously been provided to District. Service Provider shall provide District at Service Provider's expense a copy of all such records within five (5) working days of a written request by District. District's right shall also include inspection at reasonable times of the Service Provider's office or facilities, which are engaged in the performance of services pursuant to this Agreement. Service Provider shall, at no cost to District furnish reasonable facilities and assistance for such review and audit. Service Provider's failure to provide the records within the time requested shall preclude Service Provider from receiving any compensation due under this Agreement until such documents are provided.

5. **SERVICE PROVIDER'S SUB-SERVICE PROVIDERS**

- a. It may be necessary for Service Provider to sub-contract for the performance of certain technical services or other services for Service Provider to perform and complete the required services; provided, however, all Service Provider's Sub-Service Providers shall be subject to prior written approval by District. The Service Provider shall remain responsible to District for any and all services and obligations required under this Agreement, whether performed by Service Provider or Service Provider's Sub-Service Providers. Service Provider shall compensate each Service Provider's Sub-Service Providers in the time periods required by law. Any Service Provider's Sub-Service Providers employed by Service Provider shall be independent Service Providers and not agents of District. Service Provider shall insure that Service Provider's Sub-Service Providers satisfy all substantive requirements for the work set forth by this Agreement, including insurance and indemnification.
- b. Service Provider shall also include a clause in its Agreements with Service Provider's Sub-Service Providers which reserves the right, during the performance of this Agreement and for a period of three (3) years following termination of this Agreement, for a District representative to audit any cost, compensation or settlement resulting from any items set forth in this Agreement. This clause shall also require Service Provider's Sub-Service Providers to retain all necessary records for a period of three (3) years after completion of services to be performed under this Agreement or until all disputes, appeals, litigation or claims arising from this Agreement have been resolved, whichever is later.

6. **COMPLIANCE AND WARRANTY**

- a. In performance of this Agreement, Service Provider and Service Provider's Sub-Service Providers shall comply with the California Fair Employment and Housing Act, the American with Disabilities Act, and all other applicable federal, state, and local laws prohibiting discrimination,

including without limitation, laws prohibiting discrimination because of age, ancestry, color, creed, denial of family and medical care leave, disability, marital status, medical condition, national origin, race, religion, sex, or sexual orientation. Service Provider shall comply with the prevailing wage provisions of the Labor Code, and the Political Reform Act provisions of the Government Code, as applicable.

- b. Service Provider shall comply with all Federal, State, regional and local laws, and district Ordinances and Regulations applicable to the performance of services under this Agreement as exist now or as may be added or amended.
- c. Service Provider warrants and represents that it shall (i) perform the services with competent and skilled personnel in a good and workmanlike manner consistent with applicable industry standards and practices; (ii) use sound engineering and/or technical principles where applicable; (iii) perform the services in compliance with specifications provided or approved by District; (iv) use or furnish materials and equipment that are merchantable, fit, and new unless otherwise provided in the TA; and (v) where mutually agreed, use or furnish merchantable and fit used material and equipment. To the extent assignable, all rights and remedies available to Service Provider or its subcontractors shall be passed directly to District. At no cost to District, Service Provider shall remedy nonconforming workmanship or replace nonconforming material and equipment, including removal of facilities as maybe necessary to reveal and repair or replace nonconforming services, and reinstallation of such facilities removed in connection therewith. If Service Provider does not remedy nonconforming service within ten (10) days written notice from company or within a time period otherwise agreed to by District and Service Provider (such an agreement not to be unreasonably withheld because outside factors may impact the time), District may do so at Service Provider's expense. If Service Provider fails to pay this expense,

District may deduct all expenses from any proceeds due to Service Provider. At no cost to District, Service Provider shall diligently and promptly remedy nonconforming workmanship, material and equipment appearing within one (1) year from the date of final acceptance, or within such longer period of time warranted by the manufacturer warranty; provided, however, with respect to latent defects in equipment and material installed by Service Provider such period shall be within such time as District discovers or should have discovered such latent defects under normal operating circumstances, but in no event less than four (4) years from installation by Service Provider.

7. **INDEPENDENT ANALYSIS.** Service Provider shall provide the services required by this Agreement and arrive at conclusions with respect to the rendition of information, advice or recommendations, independent of the control and direction of District, other than normal contract monitoring provided, however, Service Provider shall possess no authority with respect to any District decision beyond rendition of such information, advice, or recommendations.
8. **ASSIGNMENT.** This is a personal services Agreement between the parties and Service Provider shall not assign or transfer voluntarily or involuntarily any of its rights, duties, or obligations under this Agreement without the express written consent of District in each instance.
9. **INDEMNIFY, DEFEND, HOLD HARMLESS**
 - a. **Duty to Indemnify, duty to defend and hold harmless.** To the fullest extent provided by law, Service Provider agrees to defend, indemnify and hold harmless the District, its agents, officers or employees, from and against any claim, demand, action, proceeding, suit, liability, damage, cost (including reasonable attorneys' fees) or expense for, including but not limited to, damage to property, the loss or use thereof, or injury or death to any person, including Service Provider's officers, agents, subcontractors, employees, ("Claim"), caused by, arising out of, or related to the

performance of services by Service Provider as provided for in this Agreement, or failure to act by Service Provider, its officers, agents, subcontractors and employees. The Service Provider's duty to defend, indemnify, and hold harmless shall not include any Claim arising from the active negligence, sole negligence or willful misconduct of the District, its agents, officers, or employees.

- b. The Service Provider further agrees that the duty to indemnify, and the duty to defend the District as set forth in 9.a, requires that Service Provider pay all reasonable attorneys' fees and costs District incurs associated with or related to enforcing the indemnification provisions, and defending any Claim arising from the services of the Service Provider provided for in this Agreement.
- c. The District may, at its own election, conduct its defense, or participate in the defense of any Claim related in any way to this Agreement. If the District chooses at its own election to conduct its own defense, participate in its own defense or obtain independent legal counsel in defense of any Claim arising from the services of Service Provider provided for in this Agreement, Service Provider agrees to pay all reasonable attorneys' fees and all costs incurred by District.

10. **INSURANCE REQUIREMENTS**

- a. Service Provider shall at all times during the term of this Agreement maintain, at its expense, the following minimum levels and types of insurance:
 - (1) Commercial General Liability (including, without limitation, Contractual Liability, Personal Injury, Advertising Injury, and Products/Completed Operations) coverages, with coverage at least as broad as Insurance Services Office Commercial General Liability

Coverage (occurrence Form CG 0001) with limits no less than one million dollars (\$1,000,000) per Occurrence and two million dollars (\$2,000,000) Aggregate for bodily injury, personal injury and property damage.

- (a) The deductible or self-insured retention on this Commercial General Liability shall not exceed \$5,000 unless District has approved of a higher deductible or self-insured retention in writing.
 - (b) The Commercial General Liability policy shall be endorsed to include the District; its agents, officers and employees as additional insureds in the form as required by the District. An exemplar endorsement is attached (Exhibit C, Certificate of Insurance, attached hereto and incorporated herein).
 - (c) The coverage provided to the District, as an additional insured, shall be primary and any insurance or self-insurance maintained by the District shall be excess of the Service Provider's insurance and shall not contribute to it.
 - (d) The Commercial General Liability policy shall be endorsed to include a waiver of transfer of rights of recovery against the District ("Waiver of Subrogation").
- (2) Commercial Automobile Liability (Owned, Scheduled, Non-Owned, or Hired Automobiles) written at least as broad as Insurance Services Office Form Number CA 0001 with limits of no less than one million dollars (\$1,000,000) combined single limit per accident for bodily injury and property damage.
 - (3) Workers' Compensation, statutory limits, is required of the Service Provider and all sub-consultants (or be a qualified self-insured) under the applicable laws and in accordance with "Workers'

Compensation and Insurance Act”, Division IV of the Labor Code of the State of California and any Acts amendatory thereof. Employer’s Liability, in an amount of not less than one million dollars (\$1,000,000) each accident, \$1,000,000 disease policy limit and \$1,000,000 disease each employee. This policy shall be endorsed to include a waiver of subrogation endorsement, where permitted by law.

- (4) Umbrella or Excess Liability insurance with limits no less than one million dollars (\$1,000,000) per occurrence and aggregate. This policy must provide excess insurance over the same terms and conditions required above for the General Liability, Automobile Liability and Employer’s Liability policies.
- b. Service Provider shall furnish District with certificates of insurance coverage for all the policies described above upon execution of this Agreement and upon renewal of any of these policies. A Certificate of Insurance in a form acceptable to the District, an exemplar Certificate of Insurance is attached as Exhibit C and made a part hereof, evidencing the existence of the necessary insurance policies and endorsements required shall be kept on file with the District. Except in the event of cancellation for non-payment of premium, in which case notice shall be 10 days, all such policies must be endorsed so that the insurer(s) must notify the District in writing at least 30 days in advance of policy cancellation. Service Provider shall also provide notice to District prior to cancellation of, or any change in, the stated coverages of insurance.
- c. The Certificate of Insurance must delineate the name of the insurance company affording coverage and the policy number(s) specifically referenced to each type of insurance, either on the face of the certificate or on an attachment thereto. If an addendum setting forth multiple insurance companies or underwriters is attached to the certificate of insurance, the addendum shall indicate the insurance carrier or

underwriter who is the lead carrier and the applicable policy number for the CGL coverage.

- d. Furnishing insurance specified herein by the District will in no way relieve or limit any responsibility or obligation imposed by the Agreement or otherwise on Service Provider or Service Provider's sub-contractors or any tier of Service Provider's sub-contractors. District shall reserve the right to obtain complete copies of any of the insurance policies required herein.

11. **ACCURACY OF SERVICES.** Service Provider shall be responsible for the technical accuracy of its services and documents resulting therefrom and District shall not be responsible for discovering deficiencies therein. Service Provider shall correct such deficiencies without additional compensation. Furthermore, Service Provider expressly agrees to reimburse District for any costs incurred as a result of such deficiencies. Service Provider shall make decisions and carry out its responsibilities hereunder in a timely manner and shall bear all costs incident thereto so as not to delay the District, the project, or any other person related to the project, including the Service Provider or its agents, employees, or Sub-Service Providers.

12. **INDEPENDENT CONTRACTOR.** Service Provider and any agent or employee of Service Provider shall act in an independent capacity and not as officers or employees of District. The District assumes no liability for the Service Provider's actions and performance, nor assumes responsibility for taxes, bonds, payments or other commitments, implied or explicit by or for the Service Provider. Service Provider shall not have authority to act as an agent on behalf of the District unless specifically authorized to do so in writing. Service Provider acknowledges that it is aware that because it is an independent contractor, District is making no deductions from its fee and is not contributing to any fund on its behalf. Service Provider disclaims the right to any fee or benefits except as expressly provided for in this Agreement.

13. **ADVICE OF COUNSEL.** The parties agree that they are aware that they have the right to be advised by counsel with respect to the negotiations, terms and conditions of this Agreement, and that the decision of whether or not to seek the advice of counsel with respect to this Agreement is a decision which is the sole responsibility of each of the parties hereto. This Agreement shall not be construed in favor of or against either party by reason of the extent to which each party participated in the drafting of the Agreement. The formation, interpretation and performance of this Agreement shall be governed by the laws of the State of California.

14. **CONFLICT OF INTEREST.** Service Provider represents and warrants the following:
 - a. No Current or Prior Conflict of Interest. That Service Provider has no business, professional, personal, or other interest, including, but not limited to, the representation of other clients, that would conflict in any manner or degree with the performance of its obligations under this Agreement.
 - b. Notice of Potential Conflict. If any such actual or potential conflict of interest arises under this Agreement, Service Provider shall immediately inform the District in writing of such conflict.
 - c. Termination for Conflict. If the District determines that such conflict poses a material conflict to and with the performance of Service Provider's obligations under this Agreement, then the District, in its sole and absolute discretion, may terminate the Agreement immediately upon written notice to Service Provider. Such termination of the Agreement shall be effective upon the receipt of such notice by Service Provider.

15. **INDEPENDENT REVIEW.** Each party hereto declares and represents that in entering into this Agreement it has relied and is relying solely upon its own judgment, belief and knowledge of the nature, extent, effect and consequence relating thereto. Each party further declares and represents that this Agreement

is being made without reliance upon any statement or representation not contained herein of any other party, or any representative, agent or attorney of any other party.

16. **INTEGRATION AND MODIFICATION.** This Agreement contains the entire Agreement between the parties and supersedes all prior negotiations, discussion, obligations and rights of the parties in respect of each other regarding the subject matter of this Agreement. There is no other written or oral understanding between the parties. No modifications, amendment or alteration of this Agreement shall be valid unless it is in writing and signed by the parties hereto.

17. **OWNERSHIP OF RECORDS.** Any and all materials and documents, including without limitation drawings, specifications, computations, designs, plans, investigations and reports, prepared by Service Provider pursuant to this Agreement, shall be the property of District from the moment of their preparation and the Service Provider shall deliver such materials and documents to District at the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101) whenever requested to do so by District. However, Service Provider shall have the right to make duplicate copies of such materials and documents for its own file, or other purposes as may be expressly authorized in writing by District. Said materials and documents prepared or acquired by Service Provider pursuant to this Agreement (including any duplicate copies kept by the Service Provider) shall not be shown to any other public or private person or entity, except as authorized by District. Service Provider shall not disclose to any other public or private person or entity any information regarding the activities of District, except as expressly authorized in writing by District.

18. **TERMINATION.** In addition to any other rights and remedies allowed by law, the Executive Director (President/CEO) of District may terminate this Agreement at any time with or without cause by giving thirty (30) days written notice to Service Provider of such termination and specifying the effective date thereof. In that event, all finished or unfinished documents and other materials shall at the option

of District be delivered by Service Provider to the Don L. Nay Port Administration Building (located at 3165 Pacific Highway, San Diego, California 92101). Termination of this Agreement by Executive Director (President/CEO) as provided in this paragraph shall release District from any further fee or claim hereunder by Service Provider other than the fee earned for services which were performed prior to termination but not yet paid. Said fee shall be calculated and based on the schedule as provided in this Agreement.

19. **DISPUTE RESOLUTION**

- a. If a dispute arises out of or relates to this Agreement, or the alleged breach thereof, and is not settled by direct negotiation or such other procedures as may be agreed, and if such dispute is not otherwise time barred, the parties agree to first try in good faith to settle the dispute amicably by mediation administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, prior to initiating any litigation or arbitration. Notice of any such dispute must be filed in writing with the other party within a reasonable time after the dispute has arisen. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate.
- b. If mediation is unsuccessful in settling all disputes that are not otherwise time barred, and if both parties agree, any still unresolved disputes may be resolved by arbitration administered at San Diego, California, by the American Arbitration Association, or by such other provider as the parties may mutually select, provided, however, that the Arbitration Award shall be non-binding and advisory only. Any resultant Agreements shall be documented and may be used as the basis for an amendment or directive as appropriate. On demand of the arbitrator or any party to this Agreement, Sub-Service Provider and all parties bound by this arbitration provision agree to join in and become parties to the arbitration proceeding.

c. The foregoing mediation and arbitration procedures notwithstanding, all claim filing requirements of the Agreement documents, the California Government Code, and otherwise, shall remain in full force and effect regardless of whether or not such dispute avoidance and resolution procedures have been implemented, and the time periods within which claims are to be filed or presented to the District Clerk as required by said Agreement, Government Code, and otherwise, shall not be waived, extended or tolled thereby. If a claim is not timely filed or presented, such claim shall be time barred and the above dispute avoidance and resolution procedures, whether or not implemented or then pending, shall likewise be time barred as to such claims.

20. **PAYMENT BY DISTRICT.** Payment by the District pursuant to this Agreement does not represent that the District has made a detailed examination, audit, or arithmetic verification of the documentation submitted for payment by the Service Provider, made an exhaustive inspection to check the quality or quantity of the services performed by the Service Provider, made an examination to ascertain how or for what purpose the Service Provider has used money previously paid on account by the District, or constitute a waiver of claims against the Service Provider by the District. The District may in its sole discretion withhold payments or seek reimbursement from the Service Provider for expenses, miscellaneous charges, or other liabilities or increased costs incurred or anticipated by the District which are the fault of or as result of work performed or negligent conduct by or on behalf of the Service Provider. Upon five (5) day written notice to the Service Provider, the District shall have the right to estimate the amount of expenses, miscellaneous charges, or other liabilities or increased costs and to cause the Service Provider to pay the same; and the amount due the Service Provider under this Agreement or the whole or so much of the money due or to become due to the Service Provider under this Agreement as may be considered reasonably necessary by the District shall be retained by the District until such expenses, miscellaneous charges, or other liabilities or increased costs shall have been corrected or otherwise disposed of by the Service Provider at no

expense to the District. If such expenses, miscellaneous charges, or other liabilities or increased costs are not corrected or otherwise disposed of at no expense to the District prior to completion date of the Agreement, the District is authorized to pay for such expenses, miscellaneous charges, or other liabilities or increased costs from the amounts retained as outlined above or to seek reimbursement of same from the Service Provider. It is the express intent of the parties to this Agreement to protect the District from loss because of conduct by or on behalf of the Service Provider.

21. **COMPLIANCE WITH PREVAILING WAGE LAWS**

- a. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of Service Provider to: (a) ensure that all persons and/or entities (including, but not limited to, Service Provider or Subcontractors) who provide any labor, services, equipment and/or materials (collectively, "Services") in connection with any work shall comply with the requirements of California's and any other prevailing wage laws ("PWL") to the extent such laws are applicable and (b) determine whether any Services are subject to the PWL by obtaining a determination by means that do not involve the District.
- b. Certified Payrolls. Service Provider acknowledges and agrees that it is the sole and exclusive responsibility of the Service Provider to insure that all certified payrolls are provided to the District. Service Provider shall submit certified payrolls to the General Services & Procurement Department, 1400 Tidelands Avenue, National City, California 91950.

22. **SERVICE PROVIDER/CONTRACTOR REGISTRATION PROGRAM**

- a. In accordance with the provisions of Labor Code section 1771.1. (a) A contractor or subcontractor shall not be qualified to bid on; be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or engage in the performance of any contract for public

work, as defined in this chapter, unless currently registered and qualified to perform public work pursuant to Section 1725.5. It is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.

- b. 2.4.1 No contractor or subcontractor may be listed on a bid proposal for a public works project (submitted on or after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].
 - c. No contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.
 - d. This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.
23. **CAPTIONS.** The captions by which the paragraphs of this Agreement are identified are for convenience only and shall have no effect upon its interpretation.
24. **EXECUTIVE DIRECTOR'S SIGNATURE.** It is an express condition of this Agreement that said Agreement shall not be complete nor effective until signed by either the Executive Director (President/CEO) or Authorized Designee on behalf of the District and by Authorized Representative of the Service Provider.
- a. Submit all correspondence regarding this Agreement to:

Paige Scott, Assistant Director
General Services Department
San Diego Unified Port District
1400 Tidelands Ave.
National City, CA 91950
Tel. (619) 686-8169
Email: pscott@portofsandiego.org

- b. The Service Provider's Authorized Representative assigned below has the authority to authorize changes to the scope, terms and conditions of this Agreement:

George Jovanic, Vice President
California Tree Service, Inc.
1011 E. Mission Road
San Marcos, CA 92069
Tel. 760-510-8100
Email: caltree222@yahoo.com

- c. Written notification to the other party shall be provided, in advance, of changes in the name or address of the designated Authorized Representative.

SAN DIEGO UNIFIED PORT DISTRICT

CALIFORNIA TREE SERVICE, INC.

Marcus J. Cromartie
Director, General Services

George Jovanic, Vice President

**Approved as to form and legality:
GENERAL COUNSEL**

By: Assistant/Deputy

ATTACHMENT A SCOPE OF SERVICES

San Diego Unified Port District

I. SCOPE OF SERVICES

A. General Information

1. Service Provider shall provide As-Needed Tree Maintenance Services at Port District (District) facilities and properties within the Cities of San Diego, Coronado, National City, Chula Vista, and Imperial Beach.
2. Services shall include inspection, pruning, disease and pest control, tree removal, broken branch removal and the disposal of pruning debris for Broadleaf, Conifer, Coral, and Palm trees. The unit prices in the Fee Schedule shall include full compensation for the Service Provider to provide all labor, supervision, materials, equipment, tools, cleanup, disposal, and all related incidentals required to perform As-Needed Tree Maintenance Services.
3. Service Provider shall move, cover or protect any structures or equipment that may be damaged during As-Needed Tree Maintenance Services. Service Provider shall remove from Tidelands all materials, tools, equipment, debris, and coverings upon completion of services. Service Provider shall not permit debris and waste material generated from all operations to enter into storm-water conveyance system. Service Provider shall maintain site safety and security for public areas at all times.
4. Service Provider shall conform to the current requirements of the American National Standards Institute (ANSI) A300, Standard Practices for Tree, Shrub and other Woody Plant Maintenance, and any current updates or revisions that apply to this standard. Trees and landscape which are damaged, die or become grossly deformed as a result of Service Provider's negligence or failure to follow tree pruning standards of Service Provider's certified arborist, shall be replaced by Service Provider at no additional cost to the District. All replacement tree specimens, shall be approved by the District Representative prior to their planting.
5. While working on District property, the Service Provider's employees shall wear uniforms with appropriate company name and logo. Service Provider's vehicles shall be clearly marked with appropriate company name and logo.

B. Safety

Service Provider shall abide by all local, federal, state, CAL/OSHA, OSHA, and District safety codes, policies, and procedures. Service Provider will be responsible for fines incurred if not in compliance with all above regulations. Service Provider shall post signs and provide barricades to safely protect the public prior to the start of work. Service Provider shall remove all signs and barricades at the completion of the work. Service Provider shall follow current Caltrans traffic control guidelines when performing work as applicable. Service Provider shall provide required submittals to the District Representative. A list of submittals may be found in the Submittals Section of this Scope of Services.

1. Service Provider shall be responsible for initiating, maintaining, and supervising all safety precautions and programs in connection with the performance of the services provided.
2. Service Provider shall give notices and comply with all applicable laws and regulations of any public body having jurisdiction for the safety of persons or property to protect them from damage, injury or loss, and shall erect and maintain all necessary safeguards for such safety and protection.
3. Material usage shall be accomplished with strict adherence to California Division of Industrial Safety, or other governing regulations, and all manufacturers' warnings and application instructions listed on the Safety Data Sheet and on the product container label.
4. Injury & Illness Prevention Program (IIPP): Service Provider shall prepare and submit to the District's Representative, one copy of their IIPP that addresses all the actions necessary to establish a safe working environment, prior to the commencement of on-site work. It is the Service Provider's responsibility to take all reasonable precautions to ensure the safety of the public and its employees and to comply with all federal, state, and local regulations. It is the Service Provider's responsibility to establish and maintain safe onsite working conditions for the duration of the project.

C. Execution

Task Authorization - As-Needed Tree Maintenance Services shall be undertaken by the Service Provider only upon issuance of a Task Authorization by the District for said services; (Exhibit A – Sample Task Authorization). The Service Provider shall not perform As-Needed Tree Maintenance Services until the District Representative provides a written Task Authorization specifically indicating the scope and negotiated cost for the work. A Task Authorization shall not be considered effective until the form is signed by the District. The District does not guarantee a minimum amount of As-Needed Tree Maintenance Services under this Agreement.

Service Provider shall not use climbing spikes, spurs, climbing gaffs or any devices that may injure the trees. Where accessibility is an issue, the District may allow the use of climbing spikes with prior authorization by the District Representative. Trees shall be pruned in a manner that will not impair the health of each tree. No tree limbs shall be flush cut; no stubs shall be left; and no topping, heading, or pollarding of trees will be permitted unless otherwise directed by the District Representative. Any tree determined to be in danger of falling or having its crown drop to the ground, shall be reported immediately to the District Representative. .

Debris and trimming generated from the Service Provider's tree pruning operations shall be removed from the work site each day, unless otherwise permitted by the District Representative. Service Provider shall ensure that no trimmings remain in tree branches after pruning and cleaning operations. If Service Provider fails to perform debris pickup and removal each day, District shall retain the right to perform debris pickup and removal with its own force, the cost of which shall be borne by the Service Provider.

1. **Tree Pruning** - Tree pruning shall conform to the requirements of: (1) this Scope of Services; and (2) the current American National Standards Institute (ANSI) A300; Standard Practices for Tree, Shrub and other Woody Plant Maintenance.

- a. Coral, Broadleaf, & Conifer Tree Pruning - Service Provider shall remove overhanging branches from streets, sidewalks, and parkways. Branches overhanging streets shall be removed to a height of 14.7 feet above the adjacent curb. Branches overhanging sidewalks and parkways shall be removed to a height of 9 feet above the pavement. Service Provider shall prune trees adjacent to structures by 5 feet in all directions and provide clearance so that all signs, street poles, and light poles are not obstructed from view or line of sight. Each tree shall be pruned to balance its canopy. Service Provider shall notify District Representative of any conflicting direction of this Agreement in the removal of branches.

If required for size control, Service Provider shall prune the upper crown and horizontal branches by "drop crotch pruning" (i.e., a thinning type of pruning in which a main branch or the leader is removed by cutting to a large lateral; the cut is at the crotch formed with the portion removed and the lateral left). Where feasible, smaller trees shall be removed in preference to larger ones. Service Provider shall retain the remaining lower branches in tact to form a reduced foliage perimeter at a specific height and spread. Service Provider shall remove dead, broken, and diseased branches as directed by the District Representative.

Service Provider shall prune branch ends to reduce weight especially where such overburden appears likely to cause breakage of tree limbs. Service Provider shall remove cross limbs and water sprouts (suckers). "Lion-Tailing" (the removal of all interior limbs or sprouts) will not be considered satisfactory tree pruning. Service Provider shall properly shorten tree limbs which extend beyond the natural perimeter of an otherwise symmetrical form to retain a green leafy canopy shape.

- b. **Palm Tree Pruning** - Service Provider shall remove dead fronds and frond butts (petioles) from the base of the tree trunk to a height at which the lowest remaining row of green fronds is at horizontal. Service Provider shall also remove seed clusters, husks, sheaths, and any weed growth. Fronds overhanging streets shall be removed to a height of 14.7 feet above the adjacent curb. Fronds overhanging sidewalks and parkways shall be removed to a height of 9 feet above the pavement. Trees shall be pruned to clear adjacent structures by 5 feet. Trees shall be pruned to provide clearance so that all signs, street poles, and luminaries are not obstructed from view or line of site. Should the removal of palm fronds in compliance with this paragraph conflict with other specifications or requirements of this Agreement, Service Provider shall bring those conflicts to the attention of the District Representative who will decide the proper course of action. If tree shows signs of disease, pruning tools shall be disinfected between trimmings of each palm tree with an approved disinfectant solution (50% bleach 50% water). Tools shall be soaked a minimum of five minutes in disinfectant solution after use on each tree. No chain saws or reciprocating saws shall be used except on Washingtonia Robusta palms only.

2. **Palm Tree Skinning** - Service Provider shall skin palm tree trunks as directed by the District Representative.

If tree shows signs of disease, tools shall be disinfected between skinning of each palm tree with disinfectant solution (50% bleach and 50% water). Tools shall be soaked a minimum of five minutes in disinfectant solution after use on each tree. No chain saws or reciprocating saws shall be used except on Washingtonia Robusta palms only.

3. **Tree Removal** - Tree removal shall include removal and disposal of all portions of the tree or trees, including, stump, root ball, root barrier, irrigation well, and irrigation bubbler (cap lateral 12" to 15" below grade). After completion of tree removal operation, Service Provider shall backfill removal area with topsoil and shall install and water-in new sod to match existing sod. Service Provider shall notify District Representative of any conflicting direction of this Agreement for tree removal.

4. **Broken Branch Removal** - Broken branch removal shall include the cutting up and disposal of all portions of the broken branches. The Service Provider shall remove any partial branches and undercut and cut them off flush at the trunk.
5. **Certified Arborist Services** - Service Provider shall provide the services of an ISA (International Society of Arboricultural) Certified Arborist for the purpose of providing pruning techniques, tree-soil-water relations, tree nutrition and fertilization, and tree planting and establishment.
6. **Disease and Pest Control Inspection** - When requested by the District Representative, the Service Provider's licensed Pest Control Advisor shall inspect trees for presence of disease, insect, or rodent infestation and shall report in writing to the District Representative any disease, pests, or problems found on trees.
7. **Disease and Pest Control Services** - When requested by the District Representative, Service Provider shall utilize standard industry best Integrated Pest Management (IPM) practices prior to applying pesticides and shall prune away dead or diseased portions of trees in accordance with the report.
8. **Nest Survey Services** - Service Provider shall provide the services of a Wildlife Training Institute Certified Wildlife Protector.

D. Service and Response Time

Service Provider shall provide As-Needed Tree Maintenance Services that meet the following response times:

1. As-Needed Service Calls - Service Provider shall provide services within a maximum of five (5) working days of receiving the Task Authorization notification. Service Provider shall have an answering service, cell phone, or office personnel available during normal business hours (8:00 a.m. – 5:00 p.m.) to receive service request notifications.
2. Urgent Service Calls - When notified by the District's Duty Maintenance Supervisor or Maintenance Operations Manager, Service Provider shall acknowledge urgent service calls within one (1) hour. Service Provider shall provide services onsite within four (4) hours, 24 hours a day, seven (7) days a week, including holidays. Service Provider shall have an answering service or cell phone available at all times to receive urgent requests. Service Provider shall provide services in accordance with direction received from the District's Duty Maintenance Supervisor or Maintenance Operations Manager.

3. Rework - The District Representative shall inspect the quality of work and if required, Service Provider shall correct the work deficiencies at no additional cost to the District. Service Provider shall perform all re-work within five (5) business days from notification by District Representative.

E. Submittals

1. Permits - Whenever and/or wherever traffic control is required for public safety and convenience, Service Provider shall obtain a City Traffic Control Permit(s) for the As-Needed Tree Maintenance Services. Service Provider shall also obtain all other permits incidental to the work, or made necessary by its operation, including those permits required for night work, overload and equipment, and pay all fees and costs incurred for and by the permit requirements. However, Service Provider shall not be entitled to reimbursement from the District for said fees and costs.
2. Service Provider shall furnish three copies of Safety Data Sheet (SDS) for all chemicals used on District properties.
3. Injury and Illness Prevention Program (IIPP) - Service Provider shall submit one (1) copy of IIPP that addresses all the actions necessary to establish a safe working environment, to the District Representative prior to the commencement of work.

F. Licensing and Certification

1. Service Provider shall possess a **California State License Classification C-27 or C61, Category D-49**. A copy of the license and/or certification shall be provided to the District Representative prior to the performance of services under this Agreement.
2. Service Provider shall provide the services of an **ISA (International Society of Arboricultural) Certified Arborist** for the purpose of providing pruning techniques, tree-soil-water relations, tree nutrition and fertilization, and tree planting and establishment. Copies of ISA Certification shall be provided to the District Representative prior to the performance of services under this Agreement.
3. Service Provider shall provide the services of a **Wildlife Training Institute Certified Wildlife Protector** and copies of certification shall be provided to the District Representative prior to the performance of services under this agreement.

**ATTACHMENT B
COMPENSATION & INVOICING
San Diego Unified Port District**

1. COMPENSATION

a. For the satisfactory performance and completion of the services under this Agreement, District shall pay Service Provider compensation as set forth hereunder.

(1) Service Provider shall be compensated and reimbursed by District on the basis of invoices submitted each month for services performed during the preceding month. Task Authorizations shall be Lump Sum, or Fixed Fee, Time and Materials or any combination of the three.

(a) Each invoice for Lump Sum work shall include:

Date work performed;
Description of the work performed;
Direct Costs.

(b) Each invoice for Fixed Fee work shall include:

Date work performed;
Description of the work performed;
Percent of total work being invoiced;
Percent of total work completed;
Direct Costs.

(c) Each invoice for Time and Materials work shall include:

Date work performed;
Description of the work performed;
Hours worked by personnel classification;
Rate per personnel classification;
Total personnel cost by classification; and
Direct Costs.

(2) Services shall be invoiced in accordance with the following Rate Tables:

TERM 1
7/1/16 to 6/30/17

Item No.	Item	Unit of Measure	Unit Price
1	Tree Pruning		
	Broadleaf Tree Pruning	EA	\$ 35.00
	Conifer Tree Pruning	EA	\$ 30.00
	Palm Tree Pruning	EA	\$ 24.00
	Erythrina Caffra (Coral)	EA	\$ 58.00
2	Palm Tree Skinning	FT	\$ 3.00
3	Tree Removal		
	10" dia. to 18" dia. Trunk	EA	\$ 65.00
	9" dia. to 24" dia. Trunk	EA	\$ 95.00
	5" dia. to 30" dia. Trunk	EA	\$195.00
	31" dia. to 48" dia. Trunk	EA	\$250.00
4	Broken Branch Removal		
	3" dia. to 6" dia. Branch	EA	\$ 5.00
	7" dia. to 12" dia. Branch	EA	\$ 10.00
	3" dia. to 18" dia. Branch	EA	\$ 15.00
	19" dia. to 36" dia. Branch	EA	\$ 15.00
5	Urgent Service Call Premium	Per Call	\$ 25.00
6	Certified Arborist Services	Per Hour	\$ 25.00
7	Disease/Pest Control Inspection	Per Hour	\$ 25.00
8	Disease/Pest Control Services	Per Hour	\$ 25.00
9	Nest Survey Services	Per Hour	\$ 25.00

TERM 2
7/1/17 to 6/30/18

Item No.	Item	Unit of Measure	Unit Price
1	Tree Pruning		
	Broadleaf Tree Pruning	EA	\$ 35.00
	Conifer Tree Pruning	EA	\$ 30.00
	Palm Tree Pruning	EA	\$ 24.00
	Erythrina Caffra (Coral)	EA	\$ 58.00
2	Palm Tree Skinning	FT	\$ 3.00
3	Tree Removal		
	10" dia. to 18" dia. Trunk	EA	\$ 65.00
	9" dia. to 24" dia. Trunk	EA	\$ 95.00
	5" dia. to 30" dia. Trunk	EA	\$195.00
	31" dia. to 48" dia. Trunk	EA	\$250.00
4	Broken Branch Removal		
	3" dia. to 6" dia. Branch	EA	\$ 5.00
	7" dia. to 12" dia. Branch	EA	\$ 10.00
	3" dia. to 18" dia. Branch	EA	\$ 15.00
	19" dia. to 36" dia. Branch	EA	\$ 15.00
5	Urgent Service Call Premium	Per Call	\$ 25.00
6	Certified Arborist Services	Per Hour	\$ 25.00
7	Disease/Pest Control Inspection	Per Hour	\$ 25.00
8	Disease/Pest Control Services	Per Hour	\$ 25.00
9	Nest Survey Services	Per Hour	\$ 25.00

TERM 3
7/1/18 to 6/30/19

Item No.	Item	Unit of Measure	Unit Price
1	Tree Pruning		
	Broadleaf Tree Pruning	EA	\$ 35.00
	Conifer Tree Pruning	EA	\$ 30.00
	Palm Tree Pruning	EA	\$ 24.00
	Erythrina Caffra (Coral)	EA	\$ 58.00
2	Palm Tree Skinning	FT	\$ 3.00
3	Tree Removal		
	10" dia. to 18" dia. Trunk	EA	\$ 65.00
	9" dia. to 24" dia. Trunk	EA	\$ 95.00
	5" dia. to 30" dia. Trunk	EA	\$195.00
	31" dia. to 48" dia. Trunk	EA	\$250.00
4	Broken Branch Removal		
	3" dia. to 6" dia. Branch	EA	\$ 5.00
	7" dia. to 12" dia. Branch	EA	\$ 10.00
	3" dia. to 18" dia. Branch	EA	\$ 15.00
	19" dia. to 36" dia. Branch	EA	\$ 15.00
5	Urgent Service Call Premium	Per Call	\$ 25.00
6	Certified Arborist Services	Per Hour	\$ 25.00
7	Disease/Pest Control Inspection	Per Hour	\$ 25.00
8	Disease/Pest Control Services	Per Hour	\$ 25.00
9	Nest Survey Services	Per Hour	\$ 25.00

2. **INVOICING**

- a. **Payment Documentation.** As a prerequisite to payment for services, Service Provider shall invoice District for services performed and for reimbursable expenses authorized by this Agreement, accompanied by such records, receipts and forms as required.
- b. Service Provider shall include the following information on each invoice submitted for payment by District, in addition to the information required in Section I, above:
 - (1) Agreement No. **55-2016SN**
 - (2) If applicable, the Task Authorization(s) (TA) number being charged.
 - (3) The following certification phrase, with printed name, title and signature of Service Provider's project manager or designated representative:

"I certify under penalty of perjury that the above statement is just and correct according to the terms of Document No. _____, and that payment has not been received."
 - (4) Dates of service provided
 - (5) Date of invoice
 - (6) A unique invoice number
- c. District shall, at its discretion, return to Service Provider, without payment, any invoice, which has been submitted without the above information and certification phrase.
- d. Invoices shall be mailed to the attention of:

San Diego Unified Port District
General Services Department
Attention: Invoice Processing Center
1400 Tidelands Avenue
National City, CA 91950
- e. Should District contest any portion of an invoice, that portion shall be held for resolution, but the uncontested balance shall be processed for payment. District may, at any time, conduct an audit of any and all records kept by Service Provider for the Services. Any overpayment discovered in such an audit may be charged against the Service Provider's future invoices and any retention funds.

- f. Service Provider shall submit all invoices within thirty (30) days of completion of work represented by the request and within sixty (60) days of incurring costs to be reimbursed under the Agreement. Payment will be made to Service Provider within thirty (30) days after receipt by District of a proper invoice.



EXHIBIT A - SAMPLE TASK AUTHORIZATION

GENERAL SERVICES DEPARTMENT.

San Diego Unified Port District
1400 Tidelands Ave
National City, CA 91950
(619) 686-6321
(619) 531-7983

DATE

COMPANY NAME &
ADDRESS & FAX

Subject: Task Authorization for Agreement No. XX-XXXX

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed \$XXXXX. This Task Authorization is in accordance with the terms of the subject Agreement. **Please cite TA #01-01** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	4.	WO Number:
2.	Date of Request:	5.	Start Date/End Date
3.	Task Budget:		
6.	Task Title:		
7.	Scope of Services		

TASK DESCRIPTION, continued

APPROVALS

APPROVED: ☐ YES ☐ NO

Name:

Title: Management Analyst

Date:

APPROVED: ☐ YES ☐ NO

Name:

Title: Assistant Director

Date:

DIRECTOR APPROVAL:

Signature:

Name:

Title: General Services Director

Date:

**EXHIBIT B
HOLIDAYS
San Diego Unified Port District**

FEDERAL HOLIDAYS

January	New Year's Day
January	Martin Luther King Jr. Day
February	President's Day
May	Memorial Day
July	Independence Day
September	Labor Day
October	Columbus Day
November	Veterans Day
November	Thanksgiving Day
December	Christmas Day

DISTRICT HOLIDAYS

January	New Year's Day
January	Martin Luther King Jr. Day
February	President's Day
March	Cesar Chavez Day
May	Memorial Day
July	Independence Day
September	Labor Day
November	Veterans Day
November	Thanksgiving Day
November	Friday After Thanksgiving
December	Christmas Eve
December	Christmas Day
December	New Year's Eve

EXHIBIT C

CERTIFICATE OF INSURANCE

San Diego Unified Port District

By signing this form, the authorized agent or broker **certifies** the following:

- (1) The Policy or Policies described below have been issued by the noted Insurer(s) [Insurance Company(ies)] to the Insured and is (are) in force at this time.
- (2) As required in the Insured's agreement(s) with the District, the policies include, or have been endorsed to include, the coverages or conditions of coverage **noted on page 2 of this certificate**.
- (3) Signed copies of **all** endorsements issued to effect require coverages or conditions of coverage are attached to this certificate.

Return this form to:

San Diego Unified Port District
c/o Ebix BPO
P.O. Box 12010-3
Hemet, CA 92546-8010 –OR–
Email: sdupd@prod.certificatesnow.com
Fax: 1-866-866-6516

Name and Address of Insured (Consultant)			SDUPD Agreement Number: _____ This certificate applies to all operations of named insureds on District property in connection with all agreements between the District and Insured.	
CO LTR	TYPE OF INSURANCE	POLICY NO.	DATES	LIMITS
	Commercial General Liability <input type="checkbox"/> Occurrence Form <input type="checkbox"/> Claims-made Form Retro Date _____ <input type="checkbox"/> Liquor Liability Deductible/SIR: \$ _____		Inception Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
	Commercial Automobile Liability <input type="checkbox"/> All Autos <input type="checkbox"/> Owned Autos <input type="checkbox"/> Non-Owned & Hired Autos		Inception Date: _____ Expiration Date: _____	Each Occurrence: \$ _____
	Workers' Compensation – Statutory Employer's Liability		Inception Date: _____ Expiration Date: _____	E.L. Each Accident \$ _____ E.L. Disease Each Employee \$ _____ E.L. Disease Policy Limit \$ _____
	Excess/Umbrella Liability		Inception Date: _____ Expiration Date: _____	Each Occurrence: \$ _____ General Aggregate: \$ _____
CO LTR	COMPANIES AFFORDING COVERAGE			A. M. BEST RATING
A				
B				
C				
D				
A. M. Best Financial Ratings of Insurance Companies Affording Coverage Must be A- VII or better unless approved in writing by the District.				
Name and Address of Authorized Agent(s) or Broker(s)			Phone Numbers	
			Toll Free: _____ Fax Number: _____	
			E-mail Address: _____	
			Signature of Authorized Agent(s) or Broker(s)	
			Date: _____	

SAN DIEGO UNIFIED PORT DISTRICT**REQUIRED INSURANCE ENDORSEMENT**

<u>ENDORSEMENT NO.</u>	<u>EFFECTIVE DATE</u>	<u>POLICY NO.</u>
NAMED INSURED:		
GENERAL DESCRIPTION OF AGREEMENT(S) AND/OR ACTIVITY(IES): All written agreements, contracts and leases with the San Diego Unified Port District and any and all activities or work performed on district premises		

Notwithstanding any inconsistent statement in the policy to which this endorsement is attached or in any endorsement now or hereafter attached thereto, it is agreed as follows:

1. The San Diego Unified Port District, its officers, agents, and employees are additional insureds in relation to those operations, uses, occupations, acts, and activities described generally above, including activities of the named insured, its officers, agents, employees or invitees, or activities performed on behalf of the named insured.
2. Insurance under the policy(ies) listed on this endorsement is primary and no other insurance or self-insured retention carried by the San Diego Unified Port District will be called upon to contribute to a loss covered by insurance for the named insured.
3. This endorsement shall include a waiver of transfer of rights of recovery against the San Diego Unified Port District ("Waiver of Subrogation").
4. The policy(ies) listed on this endorsement will apply separately to each insured against whom claim is made or suit is brought except with respect to the limits of the insurer's liability.
5. As respects the policy(ies) listed on this endorsement, with the exception of cancellation due to nonpayment of premium, thirty (30) days written notice by certified mail, return receipt requested, will be given to the San Diego Unified Port District prior to the effective date of cancellation. In the event of cancellation due to nonpayment of premium, ten (10) days written notice shall be given.

Except as stated above, and not in conflict with this endorsement, nothing contained herein shall be held to waive, alter or extend any of the limits, agreements or exclusions of the policy(ies) to which this endorsement applies.

 (NAME OF INSURANCE COMPANY)

 (SIGNATURE OF INSURANCE COMPANY AUTHORIZED REPRESENTATIVE)

MAIL THIS ENDORSEMENT AND NOTICES OF CANCELLATION:

San Diego Unified Port District
 c/o Ebix BPO
 P.O. Box 12010-3
 Hemet, CA 92546-8010 – OR –
 Email to: sdupd@prod.certificatesnow.com
 Fax: 1-866-866-6516

DRAFT**RESOLUTION 20xx-xxx****RESOLUTION SELECTING AND AUTHORIZING AN AGREEMENT WITH CALIFORNIA TREE SERVICE, INC. FOR AS-NEEDED TREE MAINTENANCE SERVICES FROM JULY 1, 2016 THROUGH JUNE 30, 2019 FOR AN AMOUNT NOT TO EXCEED \$375,000**

WHEREAS, the San Diego Unified Port District (District) is a public corporation created by the legislature in 1962 pursuant to Harbors and Navigation Code Appendix 1, (Port Act); and

WHEREAS, the Board of Port Commissioners (BPC) adopted BPC Policy No. 110 to establish a policy governing the processing and administration of public projects, consulting and service agreements, the purchasing of supplies, materials, and equipment, and grants; and

WHEREAS, the District contracts for as-needed tree maintenance services including arborist services, nest surveys, tree maintenance, tree removal, palm tree skinning, and pruning, primarily due to cost effectiveness of providing maintenance which requires specialized tasks and equipment; and

WHEREAS, on April 9, 2013, the Board authorized a three (3) year agreement, Clerk's Document No. 62314 dated May 22, 2013, with California Tree for as-needed tree maintenance services at various District locations commencing July 1, 2013 and expiring June 30, 2016 in an amount not to exceed \$375,000; and

WHEREAS, RFP 15-51 was solicited through Planet Bids on January 28, 2016; and

WHEREAS, electronic solicitation notifications went to 348 potential service providers, and 20 service providers downloaded the bid package; and

WHEREAS, on March 15, 2016, the District received three (3) bids; and

WHEREAS, the bids were evaluated and it was determined that all bids received were responsive and acceptable; and

WHEREAS, the bid received from California Tree is the lowest, responsive, and acceptable bid; and

20xx-xxx

WHEREAS, all proposed rates were calculated using the same estimated quantities. District staff is budgeting \$125,000 per year based on historical needs and as-needed tree maintenance services as required; and

WHEREAS, the frequency of tree maintenance services fluctuate due to safety requirements, weather and tree life cycle.

NOW, THEREFORE, BE IT RESOLVED by the Board of Port Commissioners of the San Diego Unified Port District, as follows:

That the Executive Director or her designated representative is hereby authorized and directed on behalf of the San Diego Unified Port District to enter into an agreement with California Tree Service, Inc., for as-needed tree maintenance services from July 1, 2016 through June 30, 2019 for an amount not to exceed \$375,000.

APPROVED AS TO FORM AND LEGALITY:
GENERAL COUNSEL

By: Assistant/Deputy

PASSED AND ADOPTED by the Board of Port Commissioners of the San Diego Unified Port District, this 10th day of May, 2016, by the following vote:

(3)



GENERAL SERVICES DEPARTMENT
San Diego Unified Port District
1400 Tidelands Ave
National City, CA 91950
(619) 686-6321
Fax (619) 531-7983

TASK AUTHORIZATION NO. 01-01

September 21, 2016

George Jovanic
California Tree Service, Inc.
1011 E. Mission Road
San Marcos, CA 92069
Fax: 760-746-2867

Subject: Task Authorization for Agreement No. 4600000823
Tree Maintenance Services

(55-20165N)

You are authorized to proceed with the work described in this correspondence, in an amount not to exceed **\$15.00**. This Task Authorization is in accordance with the terms of the subject agreement. **Please cite TA #01-01** on invoice(s) for this Task.

TASK DESCRIPTION

1.	Requestor:	Amy Tigri	4.	WO Number:	4064083
2.	Date of Request:	9/21/16	5.	Start Date/End Date:	9/15/16-9/15/16
3.	Task Budget:	\$15.00			
6.	Task Title: EMPS Broken Branch Removal				
7.	Scope of Services: Line Item 4, "Broken Branch Removal"				
	Branch Diameter	Unit Price	Number of Branches	Line Item Total	
	3" to 18"	\$15.00	1	\$15.00	
	Remove split branch from tree at entrance to Embarcadero Marina Park South, at 200 Marina Park Way, San Diego.				
	Task Authorization to be signed after date of service due to urgent service request.				
	POC: Amy Tigri 619-346-1325				
				NOT TO EXCEED:	TOTAL
					\$15.00

02:1116235
Req. 38469

ORIGINAL

APPROVALS**APPROVED:** ☒ YES ☐ NO

Name: Amy Tigri Amy Tigri
Title: Management Analyst
Date: 9-21-16

APPROVED: ☒ YES ☐ NO

Name: Pete Cruz Pete Cruz
Title: Acting Assistant Director
Date: 9/21/16

DIRECTOR APPROVAL:

Signature: [Signature]
Name: Marco J. Gromartie
Title: General Services Department Director
Date: 9/21/16

ORIGINAL

Contract	S. Itm	Vendor	Name	Short Text	Acct. Assn	Doc. Date	VP Start	VPer End	Del. Date	Tgt. Val	Released	PO Value	Total Inv	Balance	PCT Exp
4600000823	00001	5301502...	CALIFORNIA TREE SERVICE INC	TERM 1: As-Needed Tree Maintenance Svcs	000004056295	06/13/2016	07/01/2016	06/30/2019		125,000.00	0.00	0.00	0.00	125,000.00	0.00
* 4600000823	00001		CALIFORNIA TREE SERVICE INC							125,000.00	0.00				
4600000823	00004	5301502...	CALIFORNIA TREE SERVICE INC	TERM 2: As-Needed Tree Maintenance Svcs	000004056295	06/13/2016	07/01/2016	06/30/2019		125,000.00	0.00	0.00	0.00	125,000.00	0.00
* 4600000823	00004		CALIFORNIA TREE SERVICE INC							125,000.00	0.00				
4600000823	00005	5301502...	CALIFORNIA TREE SERVICE INC	TERM 3: As-Needed Tree Maintenance Svcs	000004056295	06/13/2016	07/01/2016	06/30/2019		125,000.00	0.00	0.00	0.00	125,000.00	0.00
* 4600000823	00005		CALIFORNIA TREE SERVICE INC							125,000.00	0.00				
** 4600000823			CALIFORNIA TREE SERVICE INC							375,000.00	0.00				
***										375,000.00	0.00				