AGREEMENT FOR SERVICES
BETWEEN THE CITY OF MENLO PARK
AND
FUJIITREES CONSULTING

THIS AGREEMENT, made and entered into at Menlo Park, California, this 6th day of AUGUST 2014, by and between the CITY OF MENLO PARK, a Municipal Corporation, hereinafter referred to as "CITY" and Fujiitrees Consulting, a Privately Owned Corporation, hereinafter referred to as "FIRST PARTY."

WITNESSETH:

WHEREAS, CITY desires to retain FIRST PARTY to provide certain professional services for CITY in connection with that certain project called: PROFESSIONAL SERVICES

WHEREAS, FIRST PARTY is licensed to perform said services and desires to and does hereby undertake to perform said services.

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, PROMISES AND CONDITIONS of each of the parties hereto, it is hereby agreed as follows:

I. SCOPE OF WORK

In consideration of the payment by CITY to FIRST PARTY, as hereinafter provided, FIRST PARTY agrees to perform all the services as set forth in Exhibit "A", Scope of Services.

II. SCHEDULE FOR WORK

FIRST PARTY's proposed schedule for the various services required pursuant to this contract will be as set forth in Exhibit "A", Scope of Services. CITY will be kept informed as to the progress of work by written reports, to be submitted monthly or as otherwise required in Exhibit "A". Neither party shall hold the other responsible for damages or delay in performance caused by acts of God, strikes, lockouts, accidents or other events beyond the control of the other, or the other's employees and agents.

FIRST PARTY shall commence work immediately upon receipt of a "Notice to Proceed" from CITY. The "Notice to Proceed" date shall be considered the "effective date" of the Agreement, as used herein, except as otherwise specifically defined. FIRST PARTY shall complete all the work and deliver to CITY all project related files, records, and materials within one month after completion of all of FIRST PARTY's activities required under this Agreement.

III. COMPENSATION AND PAYMENT

A. CITY shall pay FIRST PARTY an all-inclusive fee that shall not exceed the amount as described in Exhibit "A", Scope of Services. This compensation shall be based on the rates described in Exhibit "A". All payments, including fixed hourly rates, shall be inclusive of all indirect and direct charges to the Project incurred by FIRST PARTY.

B. FIRST PARTY's fee for the services as set forth herein shall be considered as full compensation for all indirect and direct personnel, materials, supplies and equipment, and services incurred by FIRST PARTY and used in carrying out or completing the work.

C. Payments shall be monthly for the invoice amount or such other amount as approved by CITY. As each payment is due, a statement describing the services performed shall be submitted to CITY by the FIRST PARTY. This statement shall include, at a minimum, the title(s) of personnel performing work, hours spent, payment
rate, and a listing of all reimbursable costs. CITY shall have the discretion to approve the invoice and the work completed statement. Payment shall be for the invoice amount or such other amount as approved by CITY.

D. Payments are due upon receipt of written invoices. CITY shall have the right to receive, upon request, documentation substantiating charges billed to CITY. CITY shall have the right to perform an audit of the FIRST PARTY’s relevant records pertaining to the charges.

IV. EQUAL EMPLOYMENT OPPORTUNITY
A. FIRST PARTY, with regard to the work performed by it under this Agreement shall not discriminate on the grounds of race, religion, color, national origin, sex, handicap marital status or age in the retention of sub-consultants, including procurement of materials and leases of equipment.
B. FIRST PARTY shall take affirmative action to insure that applicants for employment, and employees, are treated during employment, without regard to their race, color, religion, sex, national origin, marital status or handicap. Such action shall include, but not be limited to the following: employment, upgrading, demotion, or transfer; recruitment advertising; layoff or termination; rates of pay or other forms of compensation and selection for training including apprenticeship.
C. FIRST PARTY shall post in prominent places, available to employees and applicants for employment, notices setting forth the provisions of this non-discrimination clause.
D. FIRST PARTY shall state that all qualified applications will receive consideration for employment without regard to race, color, religion, sex, national origin, marital status or handicap.
E. FIRST PARTY shall comply with Title VI of the Civil Rights Act of 1964 and shall provide such reports as may be required to carry out the intent of this section.
F. FIRST PARTY shall incorporate the foregoing requirements of this section in FIRST PARTY’s agreement with all sub-consultants.

V. PROSECUTION OF WORK
FIRST PARTY will employ a sufficient staff to prosecute the work diligently and Continuously and will complete the work in accordance with the schedule of work approved by the CITY. (See Exhibit "A", Scope of Services).

VI. ASSIGNMENT OF AGREEMENT AND TRANSFER OF INTEREST
A. FIRST PARTY shall not assign this Agreement, and shall not transfer any interest in the same (whether by assignment or novation), without prior written consent of the CITY thereto, provided, however, that claims for money due or to become due to the FIRST PARTY from the CITY under this Agreement may be assigned to a bank, trust company, or other financial institution without such approval. Notice of an intended assignment or transfer shall be furnished promptly to the CITY.
B. In the event there is a change of more than 30% of the stock ownership or ownership in FIRST PARTY from the date of this Agreement is executed, then CITY shall be notified prior to the date of said change of stock ownership or interest and CITY shall have the right, in event of such change in stock ownership or interest, to terminate this Agreement upon notice to FIRST PARTY. In the event CITY is not notified of any such change in stock ownership or interest, then upon knowledge of same, it shall be deemed that CITY has terminated this Agreement.

VII. INDEPENDENT WORK CONTROL
It is expressly agreed that in the performance of the service necessary for compliance with this Agreement, FIRST PARTY shall be and is an independent contractor and is not an agent or employee of CITY. FIRST PARTY has and shall retain the right to exercise full control and
supervision of the services and full control over the employment, direction, compensation and
discharge of all persons assisting FIRST PARTY in the performance of FIRST PARTY's
services hereunder. FIRST PARTY shall be solely responsible for its own acts and those of
its subordinates and employees.

VIII. CONSULTANT QUALIFICATIONS
It is expressly understood that FIRST PARTY is licensed and skilled in the professional calling
necessary to perform the work agreed to be done by it under this Agreement and CITY relies
upon the skill of FIRST PARTY to do and perform said work in a skillful manner usual to the
profession. The acceptance of FIRST PARTY's work by CITY does not operate as a release
of FIRST PARTY from said understanding.

IX. NOTICES
All notices hereby required under this Agreement shall be in writing and delivered in person or
sent by certified mail, postage prepaid. Notices required to be given to CITY shall be
addressed as follows:

Jesse Quirion
Interim Public Works Director
City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025
(650) 330-6740

Notices required to be given to FIRST PARTY shall be addressed as follows:

Walter Fujii
Fujitrees Consulting
24701 Broadmore Avenue
Hayward, CA 94544
(415) 699-6269

Provided that any party may change such address by notice, in writing, to the other party and
thereafter notices shall be addressed and transmitted to the new address.

X. HOLD HARMLESS
The FIRST PARTY shall defend, indemnify and hold harmless the CITY, its subsidiary
agencies, their officers, agents, employees and servants from all claims, suits or actions that
arise out of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the
FIRST PARTY brought for, or on account of, injuries to or death of any person or damage to
property resulting from the performance of any work required by this Agreement by FIRST
PARTY, its officers, agents, employees and servants. Nothing herein shall be construed to
require the FIRST PARTY to defend, indemnify or hold harmless the CITY, its subsidiary
agencies, their officers, agents, employees and servants against any responsibility to liability
in contravention of Section 2782.8 of the California Civil Code.

XI. INSURANCE
A. FIRST PARTY shall not commence work under this Agreement until all
insurance required under this paragraph has been obtained and such insurance has been
approved by the City, with certificates of insurance evidencing the required coverage.
B. There shall be a contractual liability endorsement extending the FIRST
PARTY's coverage to include the contractual liability assumed by the FIRST PARTY
pursuant to this Agreement. These certificates shall specify or be endorsed to provide that
thirty (30) days' notice must be given, in writing, to the CITY, at the address shown in
Section IX, of any pending cancellation of the policy. FIRST PARTY shall notify CITY of
any pending change to the policy. All certificates shall be filed with the City.

1. Worker's Compensation and Employer's Liability Insurance:
The contractor shall have in effect during the entire life of this Agreement Worker's Compensation and Employer's Liability Insurance providing full statutory coverage. In signing this Agreement, the FIRST PARTY makes the following certification, required by Section 18161 of the California Labor Code: "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of the Code, and I will comply with such provisions before commencing the performance of the work of this Agreement".

2. Liability Insurance:
The FIRST PARTY shall take out and maintain during the life of this Agreement such Bodily Injury Liability and Property Damage Liability Insurance (Commercial General Liability Insurance) on an occurrence basis as shall protect it while performing work covered by this Agreement from any and all claims for damages for bodily injury, including accidental death, as well as claims for property damage which may arise from the FIRST PARTY's operations under this Agreement, whether such operations be by FIRST PARTY or by any sub-consultant or by anyone directly or indirectly employed by either of them. The amounts of such insurance shall be not less than One Million Dollars ($1,000,000) per occurrence and One Million Dollars ($1,000,000), in aggregate or One Million Dollars ($1,000,000) combined single limit bodily injury and property damage for each occurrence. FIRST PARTY shall provide the CITY with acceptable evidence of coverage, including a copy of all declarations of coverage exclusions. FIRST PARTY shall maintain Automobile Liability Insurance pursuant to this Contract in an amount of not less than One Million Dollars ($1,000,000) for each accident combined single limit or not less than One Million Dollars ($1,000,000) for any one (1) person, and One Million Dollars ($1,000,000) for any one (1) accident, and Three Hundred Thousand Dollars, ($300,000) property damage.

3. Professional Liability Insurance:
FIRST PARTY shall maintain a policy of professional liability insurance, protecting it against claims arising out of the negligent acts, errors, or omissions of FIRST PARTY pursuant to this Agreement, in the amount of not less than One Million Dollars ($1,000,000) per claim and in the aggregate. Said professional liability insurance is to be kept in force for not less than one (1) year after completion of services described herein.

C. CITY and its subsidiary agencies, and their officers, agents, employees and servants shall be named as additional insured on any such policies of Commercial General Liability and Automobile Liability Insurance, (but not for the professional liability and worker's compensation), which shall also contain a provision that the insurance afforded thereby to the CITY, its subsidiary agencies, and their officers, agents, employees, and servants shall be primary insurance to the full limits of liability of the policy, and that if the CITY, its subsidiary agencies and their officers and employees have other insurance against a loss covered by a policy, such other insurance shall be excess insurance only.

D. In the event of the breach of any provision of this section, or in the event any notice is received which indicates any required insurance coverage will be diminished or canceled, CITY, at its option, may, notwithstanding any other provision of this Agreement to the contrary, immediately declare a material breach of this Agreement and suspend all further work pursuant to this Agreement.

E. Prior to the execution of this Agreement, any deductibles or self-insured retentions must be declared to and approved by CITY.

XII. RESPONSIBILITY AND LIABILITY FOR SUB-CONSULTANTS AND/OR SUBCONTRACTORS
Approval of or by CITY shall not constitute nor be deemed a release of responsibility and liability of FIRST PARTY or its sub-consultants and/or subcontractors for the accuracy and competency of the designs, working drawings, specifications or other documents and work, nor shall its approval be deemed to be an assumption of such responsibility by CITY for any defect in the designs, working drawings, specifications or other documents prepared by FIRST PARTY or its sub-consultants and/or subcontractors.

XIII. OWNERSHIP OF WORK PRODUCT
Work products of FIRST PARTY for this project, which are delivered under this Agreement or which are developed, produced and paid for under this Agreement, shall become the property of CITY. The reuse of FIRST PARTY’s work products by City for purposes other than intended by this contract shall be at no risk to FIRST PARTY.

XIV. REPRESENTATION OF WORK
Any and all representations of FIRST PARTY, in connection with the work performed or the information supplied, shall not apply to any other project or site, except the project described in Exhibit "A" or as otherwise specified in Exhibit "A".

XV. TERMINATION OF AGREEMENT
A. CITY may give thirty (30) days written notice to FIRST PARTY, terminating this contract in whole or in part at any time, either for CITY’s convenience or because of the failure of FIRST PARTY to fulfill its contractual obligations or because of FIRST PARTY’s change of its assigned personnel on the project without prior CITY approval. Upon receipt of such notice, FIRST PARTY shall:
   1. Immediately discontinue all services affected (unless the notice directs Otherwise); and
   2. Deliver to the CITY all data, drawings, specifications, reports, estimates, Summaries, and such other information and materials as may have been accumulated or produced by FIRST PARTY in performing work under this Agreement, whether completed or in process.
B. If termination is for the convenience of CITY, an equitable adjustment in the contract price shall be made, but no amount shall be allowed for anticipated profit on unperformed services.
C. If the termination is due to the failure of FIRST PARTY to fulfill its Agreement, CITY may take over the work and prosecute the same to completion by contract or otherwise. In such case, FIRST PARTY shall be liable to CITY for any reasonable additional cost occasioned to the CITY thereby.
D. If, after notice of termination for failure to fulfill Agreement obligations, it is determined that FIRST PARTY had not so failed, the termination shall be deemed to have been effected for the convenience of the CITY. In such event, adjustment in the contract price shall be made as provided in Paragraph B of this section.
E. The rights and remedies of the CITY provided in this section are in addition to any other rights and remedies provided by law or under this Agreement.
F. Subject to the foregoing provisions, the CITY shall pay FIRST PARTY for services performed and expenses incurred through the termination date.

XVI. INSPECTION OF WORK
It is FIRST PARTY’s obligation to make the work product available for CITY’s inspections and periodic reviews upon request by CITY.

XVII. BREACH OF AGREEMENT
A. This Agreement is governed by applicable federal and state statutes and regulations. Any material deviation by FIRST PARTY for any reason from the requirements thereof, or from any other provision of this Agreement, shall constitute a
breach of this Agreement and may be cause for termination at the election of the CITY.

B. The CITY reserves the right to waive any and all breaches of this Agreement, and any such waiver shall not be deemed a waiver of any previous or subsequent breaches. In the event the CITY chooses to waive a particular breach of this Agreement, it may condition same on payment by FIRST PARTY of actual damages occasioned by such breach of Agreement.

XVIII. SEVERABILITY
The provisions of this Agreement are severable. If any portion of this Agreement is held invalid by a court of competent jurisdiction, the remainder of the Agreement shall remain in full force and effect unless amended or modified by the mutual consent of the parties.

XIX. CAPTIONS
The captions of this Agreement are for convenience and reference only and shall not define, explain, modify, limit, exemplify, or aid in the interpretation, construction, or meaning of any provisions of this Agreement.

XX. LITIGATION OR ARBITRATION
In the event that suit or arbitration is brought to enforce the terms of this contract, the prevailing party shall be entitled to litigation costs and reasonable attorneys' fees. The Dispute Resolution provisions are set forth on Exhibit "B", 'Dispute Resolution' attached hereto and by this reference incorporated herein.

XXI. ENTIRE AGREEMENT
This document constitutes the sole Agreement of the parties hereto relating to said project and states the rights, duties, and obligations of each party as of the document's date. Any prior Agreement, promises, negotiations, or representations between parties not expressly stated in this document are not binding. All modifications, amendments, or waivers of the terms of this Agreement must be in writing and signed by the appropriate representatives of the parties to this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the day and year first above written.

XXII. AGREEMENT TERM
This agreement shall remain in effect for a period of five (5) years from the date of execution unless extended, amended or terminated in writing by City.

City of Menlo Park
A Municipal Corporation

By:

Name & Title Alex D. McIntyre, City Manager
"CITY"

FIRST PARTY:

Fujitrees Consulting

By:

Name & Title Walter Fuji, Principal
"FIRST PARTY"
EXHIBIT “A”
SCOPE OF SERVICES

1. **SCOPE OF WORK** FIRST PARTY agrees to provide consultant services for CITY’s Public Works Department. In the event of any discrepancy between any of the terms of the FIRST PARTY’s proposal and those of this agreement, the version most favorable to the CITY shall prevail. FIRST PARTY shall provide the following services:

   Provide general consultant services for projects as determined by the CITY. The detailed scope of work for each task the CITY assigns the consultant shall be referred to as Exhibit A-1, which will become part of this agreement. A notice to proceed will be issued separately for each separate scope of work agreed to between the CITY and FIRST PARTY.

   FIRST PARTY agrees to perform these services as directed by the CITY in accordance with the standards of its profession and CITY’s satisfaction.

2. **COMPENSATION** CITY hereby agrees to pay FIRST PARTY at the rates to be negotiated between FIRST PARTY and CITY as detailed in Exhibit A-1. The actual charges shall be based upon (a) FIRST PARTY’s standard hourly rate for various classifications of personnel; (b) all fees, salaries and expenses to be paid to engineers, consultants, independent contractors, or agents employed by FIRST PARTY; and shall (c) include reimbursement for mileage, courier and plan reproduction. The total fee for each separate Scope of Work agreed to between the City and FIRST PARTY shall not exceed the amount shown in Exhibit A-1.

FIRST PARTY shall be paid within thirty (30) days after approval of billing for work completed and approved by the CITY. Invoices shall be submitted containing all information contained in paragraph five (5) below. In no event shall FIRST PARTY be entitled to compensation for extra work unless an approved change order, or other written authorization describing the extra work and payment terms, has been executed by CITY prior to the commencement of the work.

3. **SCHEDULE OF WORK** FIRST PARTY’S proposed schedule for the various services required will be set forth in Exhibit A-1.

4. **CHANGES IN WORK -- EXTRA WORK** In addition to services described in Section 1, the parties may from time to time agree in writing that FIRST PARTY, for additional compensation, shall perform additional services including but not limited to:

   - Change in the services because of changes in scope of the work.
   - Additional tasks not specified herein as required by the CITY.

The CITY and CONSULTANT shall agree in writing to any changes in compensation and/or changes in FIRST PARTY’s services prior to the commencement of any work. If FIRST PARTY deems work he/she has been directed to perform is beyond the scope of this agreement and constitutes extra work, FIRST PARTY shall immediately inform the CITY in writing of the fact. The CITY shall make a determination as to whether such work is in fact beyond the scope of this agreement and constitutes extra work. In the event that the CITY determines that such work does constitute extra work, it shall provide compensation to the FIRST PARTY in accordance with an agreed cost that is fair and equitable. This cost will be mutually agreed upon by the CITY and FIRST PARTY. A supplemental agreement providing for such compensation for extra work shall be negotiated between the CITY and the FIRST PARTY. Such supplemental agreement shall be executed by the FIRST PARTY and may be approved by the City Manager upon recommendation of the Engineering Services Manager.

5. **BILLINGS** FIRST PARTY’s bills shall include the following information: A brief description of services performed; The date the services were performed; The number of hours spent and by whom; The current contract amount; The current invoice amount; The FIRST PARTY’s signature; Except as specifically authorized by CITY, FIRST PARTY shall not bill CITY for duplicate services performed by more than one person. In no event shall FIRST PARTY submit any billing for an amount in excess of the maximum amount of compensation provided in Section 2.

The expenses of any office, including furniture and equipment rental, supplies, salaries of employees, telephone calls, postage, advertising, and all other expenses incurred by FIRST PARTY in the performances of this agreement shall be incurred at the FIRST PARTY’s discretion. Such expenses shall be FIRST PARTY’s sole financial responsibility.
August 5, 2014

Ms. Nancy Melgar
The City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

Re: Request for Updated Statement of Qualifications
Consulting Arborist Services

Dear Ms. Melgar:

As requested I am pleased to submit this updated Statement of Qualifications. You are encouraged to visit my website, Fujitrees Consulting.com for further information about my firm.

Please find attached the following requested items:

1. Curriculum Vitae (CV) containing my statement of qualifications and relevant experience.
2. Professional Highlights (resume) containing examples of work experience and training in chronological order.
3. Exhibit A. Municipal List containing the contact information of municipal officials with whom I have worked.
4. Exhibit B. Fee Schedule with relevant billing information
5. Exhibit C. Certificate of Insurance

Should you require further information or services kindly contact me at your convenience.

Thank you for the opportunity to be of service to the City of Menlo Park.

Respectfully,

Walter Fujii, RCA
Consulting Arborist

Attachments
WALTER FUJII, RCA®  
Consulting Arborist  
24701 Broadmore Ave.  
Hayward, CA 94544  
415-699-6269  
fujitrees@gmail.com

Background

Walt Fujii’s extensive background in both horticulture and arboriculture began in 1974 as a plant propagator and grower. His interest in trees led him to become a practicing aesthetic pruner, tree worker and arborist. He is a Certified Arborist No. WE 2257A by the International Society of Arboriculture (ISA), a Registered Consulting Arborist® No. 402 by the American Society of Consulting Arborists (ASCA), a Qualified Tree Risk Assessor by ISA/TRAQ, a Certified Aesthetic Pruner by the Aesthetic Pruners Association and holds a current Qualified Applicator Certificate from the State of California No. 82521.

Professional Experience

Mr. Fujii established Fujitrees Consulting in January 2012. His firm provides consulting arborist and horticultural services to commercial, municipal, and residential clients. These services include tree assessments and appraisals, enforcement of tree ordinances, tree risk assessments, tree protection and construction monitoring, expert witness testimony, tree management plans and diagnosis of tree and landscape disorders.

As a former City Arborist, he is contracted by municipalities for plan checks, peer review of arborist reports and monitoring property development. The assignment objective is the proper enforcement of the municipal tree ordinance.

Land development companies rely on the tree inventories/assessments and tree preservation plans prepared by Mr. Fujii. These inventories/assessments can range from a dozen trees to several thousand trees covering acres of property.

Attorneys and insurance companies retain Mr. Fujii to serve as an expert witness in cases involving tree assessments, tree appraisals and tree disputes.

Beginning in March 2001 Mr. Fujii was employed by Ralph Osterling Consultants, Inc. as the Staff Consulting Arborist. When the office downsized in January 2012 Mr. Fujii used the opportunity to begin his consulting practice.

In August 1996 Mr. Fujii began work for the City of Menlo Park as the City Arborist and Supervisor of Parks and Trees. In his role as City Arborist, he ensured compliance with the City's Heritage Tree Ordinance through inspection, review of private arborist reports and meeting with residents. He crafted the City's two-year reforestation project and monitored the contracted tree work. As Supervisor of Parks and Trees, Mr. Fujii supervised a staff of 12 permanent and 6 temporary employees who were responsible for maintaining 50 acres of park area, 11-miles of street median and right-of-ways, and 14,000 street trees. He provided his expertise when monitoring commercial developments for compliance with tree protection conditions. Mr. Fujii was employed with the City of Menlo Park until 2001, when he accepted a consulting position with Ralph Osterling Consultants, Inc.
Walter Fuji

Certifications

- ISA Tree Risk Assessment Qualified (TRAQ)  
  Issued February 2013, requalified June 2014; valid through June 2019

- Registered Consulting Arborist® No. 402 (2002)  
  American Society of Consulting Arborists (ASCA)

- Certified Arborist No. WE 2257A (1998)  
  International Society of Arboricultural (ISA)

- Certified Aesthetic Pruner No. 010 (2011)  
  Aesthetic Pruners Association (APA)

- Qualified Applicator Certificate (QAC) No. 15605 (1987)  
  State of California Department of Pesticide Regulations,

Highlights of Professional Training

- ISA Tree Risk Assessment Qualification (TRAQ) two and a half day course and examination, requalified June 2014
- Coach / Instructor at the ASCA Consulting Academy sponsored by the American Society of Consulting Arborists; San Francisco, CA (2013)
- Geospatial Technology Workshop – 2 day lab; UC Forestry Camp, Meadow Valley, CA (2012)
- PNW/ISA Tree Risk Assessment and Course Examination (TRACE); Palo Alto, CA (2011)
- WC/ISA Advanced Tree Appraisal Workshop; Tempe, AZ (2009)
- Resistograph Training by IML/USA; San Francisco, CA (2006)
- Sudden Oak Death (SOD) training for diagnosis, sampling and regulations by the California Oak Mortality Task Force (COMFT); Solano County, CA (2004) attended annual refresher training sessions.
- Completed the tree diagnosis and forensics course instructed by Dr. Alex Shigo; Portsmouth, NH (2001)
- WC/ISA Tree Appraisal Workshop; Pleasanton, CA (2001)

Education

- Successfully completed the four day ASCA Consulting Academy sponsored by the American Society of Consulting Arborists; Napa, CA (2000)
- Merritt College; Horticultural and Arboricultural courses
- Chabot Jr. College; Business and Horticultural courses
- Cal State (formerly Hayward) East Bay; Business extension classes

Professional Affiliations

- Tree Advisory Board of Alameda County (Appointed position)
- American Society of Consulting Arborists,
- Society of Municipal Arborists
- California Arborist Association
- Western Chapter/ISA
- International Society of Arboriculture
Professional Highlights

Fujitrees Consulting – January 2012 to present
Hayward, California  (Principal, Walt Fujii)
Consulting Arborist
- Preparing site analysis, tree preservation plans and monitoring of construction sites.
- Preparing tree appraisals for commercial, municipal and insurance purposes
- Completing commercial tree inventories and tree assessments electronically for accuracy and cost effectiveness
- Urban forest management plans and development of municipal tree ordinances.
- Contracting Arborist services for governmental agencies
- Tree risk assessments for commercial, private and municipal clients
- Providing expert witness testimony for purposes of litigation

Ralph Osterling Consultants, Inc – March, 2001 to January, 2012
San Mateo, California
Consulting Staff Arborist  (reporting to the principal, Ralph Osterling)
- Preparing site analysis, tree preservation plans and monitoring of construction sites
- Preparing tree appraisals for commercial, municipal and insurance purposes
- Completing commercial tree inventories and tree assessments electronically for accuracy and cost effectiveness
- Urban forest management plans and development of municipal tree ordinances
- Contracting Arborist services for governmental agencies (municipalities and school districts.)
- Tree risk assessments for commercial, private and municipal clients
- Providing expert witness testimony for purposes of litigation

City of Menlo Park – August, 1996 to March, 2001
Menlo Park, California
Parks and Trees Supervisor & City Arborist  (reporting to Daniel Freitas, Director of Public Works)
Maintaining 50 total acres of park area, 11 total miles of street median and right of ways and 14,000 street trees
- Employees: 6 in the parks, 6 in the trees and 6 temporaries
- Resolving Heritage Tree Ordinance issues in public meetings and at site meetings with residents and developers
- Inspection of construction sites to verify compliance with the Heritage Tree Ordinance
- Pursued an aggressive tree planting policy to reforest the City
- Began the process for updating the existing Heritage Tree Ordinance, City Master Tree Plan and City Tree Inventory
Walter Fujii  
Consulting Arborist  
Professional Highlights

San Francisco State University – January, 1994 to August, 1996  
San Francisco, California  
Garden Specialist  
(reporting to Phil Evans, Director of Grounds)  
Installing and maintaining landscapes on a large scale involving athletic fields, color beds, tree work (rope & saddle) with limited supervisory duties

The Rosicrucian Park – November, 1992 to January, 1993  
San Jose, California  
Head Groundskeeper  
(reporting to David Duka, Operations Manager)  
Supervising the landscape maintenance of a 6-acre park involving very detailed color plantings, general landscape and tree work (rope & saddle)

Certifications

- ISA Tree Risk Assessment Qualified (TRAQ)  
  Issued February 2013, requalified June 2014; valid through June 2019

- Certified Aesthetic Pruner No. 010 (2011)  
  Aesthetic Pruners Association (APA)

- Registered Consulting Arborist® No. 402 (2002)  
  American Society of Consulting Arborists (ASCA)  
  (30 hours of Continuing Education Units required every two years)

- Certified Arborist No. WE 2257A (1998)  
  International Society of Arboricultural (ISA)  
  (30 hours of Continuing Education Units required every three years)

- Qualified Applicator Certificate (QAC) No. 15605 (1987)  
  State of California Department of Pesticide Regulations,  
  (20 hours of Continuing Education Units required every two years)

Educational and Training Highlights

ISA Tree Risk Assessment Qualification (TRAQ) two and a half day course and examination, requalified June 2014

Served as Coach / Instructor at the ASCA Consulting Academy sponsored by the American Society of Consulting Arborists; San Francisco, CA (2013)

Geospatial Technology Workshop – 2 day lab; UC Forestry Camp, Meadow Valley, CA (2012)
Walter Fujii  
Consulting Arborist  
Professional Highlights  

Planners Guide to Oak Woodlands. Four webcasts over four weeks with a field trip to the  
Hopland Research Station conducted by the University of California Extension Service. Emphasis  
on the Wildland Urban Interface (WUI) (2012)  

PNW/ISA Tree Risk Assessment and Course Examination (TRACE) – 2 day course; Palo Alto, CA  
(2011)  

WC/ISA Advanced Tree Appraisal Workshop; Tempe, AZ (2009)  

Resistograph Training by IML/USA; San Francisco, CA (2006)  

Trimble GIS Pathfinder Training; San Mateo, CA (2006)  

Sudden Oak Death (SOD) training for diagnosis, sampling and regulations by the California Oak  
Mortality Task Force (COMFT); Solano County, CA (2004) (Training is conducted annually.)  

Tree Diagnosis and Forensics course (three days) conducted by Dr. Alex Shigo; Portsmouth, NH  
(2001)  

Plant Appraisal Workshop sponsored by WC/ISA; Pleasanton, Ca (2001)  

American Society of Consulting Arborists Academy (four days) received a Certificate of  
Completion; Napa, Ca (2000)  

Two years of Team Building training for the City of Menlo Park  
Conducted by Insight Systems Group – Inv Gamal, trainer (2000)  

Completed courses in Arboriculture and Aesthetic Pruning  

Completed courses in Horticulture, Business and Nursery Management  
Chabot Jr. College, Hayward  

Horticultural, Arboricultural and Managerial Seminars  

American Society of Consulting Arborists (ASCA)  
International Society of Arboriculture (ISA) Western Chapter  
California Arborist Association (CAA)  
U.C. Extension Service  
Pesticide Applicators Professional Association (PAPA)  

6/14
List of Municipal References

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<th>City of Menlo Park, CA</th>
<th>Justin Murphy, Planner</th>
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<td>City of Menlo Park</td>
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<tr>
<td>701 Laurel Street</td>
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</tr>
<tr>
<td>Menlo Park, CA 94025</td>
<td>Menlo Park, CA 94025</td>
</tr>
<tr>
<td>(650) 330-6725</td>
<td>(650) 330-6725</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Palo Alto, CA</th>
<th>Dave Dockter, Planning Arborist</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Palo Alto</td>
<td>City of Palo Alto</td>
</tr>
<tr>
<td>P.O. Box 10250</td>
<td>P.O. Box 10250</td>
</tr>
<tr>
<td>Palo Alto, CA 94303</td>
<td>Palo Alto, CA 94303</td>
</tr>
<tr>
<td>(650) 329-2144</td>
<td>(650) 329-2144</td>
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<table>
<thead>
<tr>
<th>City of Berkeley, CA</th>
<th>Dan Gallagher</th>
</tr>
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<tr>
<td>Parks, Recreation &amp; Waterfront</td>
<td>Parks, Recreation &amp; Waterfront</td>
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<tr>
<td>1325 Bancroft Way</td>
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<tr>
<td>Berkeley, CA 94702</td>
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<tr>
<td>510-981-6687</td>
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<tr>
<th>City of Hayward, CA</th>
<th>Michelle Koo, City Landscape Architect</th>
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<tr>
<td>777 B Street</td>
<td>777 B Street</td>
</tr>
<tr>
<td>Hayward, CA 94541</td>
<td>Hayward, CA 94541</td>
</tr>
<tr>
<td>(510) 583-4208</td>
<td>(510) 583-4208</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>City of Oakland, CA</th>
<th>Mitch Thompson, City Arborist</th>
</tr>
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<tbody>
<tr>
<td>City of Oakland</td>
<td>City of Oakland</td>
</tr>
<tr>
<td>Tree Services Division</td>
<td>Tree Services Division</td>
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<tr>
<td>7101 Edgewater Drive</td>
<td>7101 Edgewater Drive</td>
</tr>
<tr>
<td>Oakland, CA 94621</td>
<td>Oakland, CA 94621</td>
</tr>
<tr>
<td>(510) 615-5568</td>
<td>(510) 615-5568</td>
</tr>
</tbody>
</table>
Exhibit B

Fee Schedule
The hourly fee schedule for professional services is as follows:

- Principal Arborist $145
- Contract Assistant $65

- Incidental expenses are included in the hourly rate.
- Travel time is billed at the hourly consultant rate plus $0.60 per mile.
- Out of pocket expenses are billed at cost plus 15%.
- Daily task descriptions and activities will be detailed and included on all invoices.
- A flat fee is arranged for well defined projects.
CERTIFICATE OF LIABILITY INSURANCE

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFER NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER  License #: 0E87768
IOA Insurance Services-SAC
2160 Harvard Street, Suite 450
Sacramento, CA 95816

CONTACT  Name: Teresa Rulon
PHONE  (916) 692-7000
FAX  (916) 473-1797
E-MAIL  Teresa.Rulon@iousa.com

INSURED  Walter Fujii dba Fujitrees Consulting
24701 Broadmore Avenue
Hayward, CA 94544

INSURER A: Century Surety Company  36951
INSURER B: Peerless Insurance Company  24198
INSURER C:
INSURER D:
INSURER E:
INSURER F:

COVERAGE  CERTIFICATE NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HERIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS MAY HAVE BEEN REDUCED BY PAID CLAIMS.

<table>
<thead>
<tr>
<th>LETTER</th>
<th>TYPE OF INSURANCE</th>
<th>ACCUMULATION</th>
<th>POLICY NUMBER</th>
<th>LIMITS</th>
</tr>
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<tbody>
<tr>
<td>A</td>
<td>COMMERCIAL GENERAL LIABILITY  CLAIMS-MADE  X OCCUR</td>
<td>X USAA042611  04/18/2014  04/18/2016</td>
<td>EACH OCCURRENCE  $1,000,000</td>
<td></td>
</tr>
<tr>
<td>B</td>
<td>AUTOMOBILE LIABILITY  X ANY AUTO  X SCHEDULED AUTOS  X NON-OWNED AUTOS</td>
<td>X BA108214  05/05/2015  05/05/2016</td>
<td>COMBINED SINGLE LIMIT  $1,000,000</td>
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</tbody>
</table>

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

RE: Evidence of Coverage
City of Menlo Park and its subsidiary agencies, and their officers, agents, employees and servants are Additional Insureds with respect to General Liability when required by written contract per forms ENV2020 (12-09) and ENV2019 (12-09); Auto Liability Additional Insured per form GEC8701 (01-07).

CERTIFICATE HOLDER

City of Menlo Park
701 Laurel Street
Menlo Park, CA 94025

© 1998-2014 ACORD CORPORATION. All rights reserved.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL CONTRACTORS & CONSULTANTS COMMERCIAL GENERAL LIABILITY,
CONTRACTORS POLLUTION LIABILITY AND CONSULTANT'S PROFESSIONAL LIABILITY POLICY

SCHEDULE

<table>
<thead>
<tr>
<th>Designated Person or Organization:</th>
<th>Designated Project or Premises:</th>
</tr>
</thead>
<tbody>
<tr>
<td>The coverage applies on a blanket basis as required by written contract</td>
<td>As required by written contract</td>
</tr>
</tbody>
</table>

In consideration of the premium paid, it is hereby agreed that:

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to “bodily injury”, “property damage”, or “environmental damage” caused, in whole or in part, by:
   1. Your acts or omissions; or
   2. The acts or omissions of those acting on your behalf;
in the performance of your ongoing operations for the additional insured(s) at the Designated Project(s) or Premises shown in the Schedule above.

B. With respect to the insurance afforded any such additional insured(s), the following exclusions apply:
This insurance does not apply to “bodily injury”, “property damage” or “environmental damage” occurring after:
   1. All of “your work”, including materials, parts or equipment furnished in connection with “your work”, on the Designated Project(s) or Premises (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the Designated Project(s) or Premises has been completed.
   2. That portion of “your work” out of which the “bodily injury”, “property damage” or “environmental damage” arises has been put to its intended use by any other person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same Designated Project(s) or Premises.

All other terms and conditions of this policy remain unchanged.
THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED
OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

ENVIRONMENTAL CONTRACTORS & CONSULTANTS COMMERCIAL GENERAL LIABILITY,
CONTRACTORS POLLUTION LIABILITY AND CONSULTANT’S PROFESSIONAL LIABILITY POLICY

<table>
<thead>
<tr>
<th>Designated Person or Organization:</th>
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<tbody>
<tr>
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<td>As required by written contract</td>
</tr>
</tbody>
</table>

In consideration of the premium paid, it is hereby agreed that Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule above, but only with respect to “bodily injury”, “property damage”, or “environmental damage” caused, in whole or in part, by “your work” at the project or premises shown in the Schedule above performed for that additional insured and included in the “products-completed operations hazard”.

All other terms and conditions of this policy remain unchanged.
COMMERCIAL AUTO GOLD ENDORSEMENT

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

This endorsement modifies insurance provided under the following:

BUSINESS AUTO COVERAGE FORM

SECTION II - LIABILITY COVERAGE

A. COVERAGE

1. WHO IS AN INSURED

The following is added:

d. Any organization, other than a partnership or joint venture, over which you maintain ownership or a majority interest on the effective date of this Coverage Form, if there is no similar insurance available to that organization.

e. Any organization you newly acquire or form other than a partnership or joint venture, and over which you maintain ownership of a majority interest. However, coverage under this provision does not apply:

(1) If there is similar insurance or a self-insured retention plan available to that organization; or

(2) To “bodily injury” or “property damage” that occurred before you acquired or formed the organization.

f. Any volunteer or employee of yours while using a covered “auto” you do not own, hire or borrow in your business or your personal affairs. Insurance provided by this endorsement is excess over any other insurance available to any volunteer or employee.

g. Any person, organization, trustee, estate or governmental entity with respect to the operation, maintenance or use of a covered “auto” by an insured, if:

(1) You are obligated to add that person, organization, trustee, estate or governmental entity as an additional insured to this policy by:

(a) an expressed provision of an “insured contract”, or written agreement; or

(b) an expressed condition of a written permit issued to you by a governmental or public authority.

(2) The “bodily injury” or “property damage” is caused by an “accident” which takes place after:

(a) You executed the “insured contract” or written agreement; or

(b) the permit has been issued to you.

2. COVERAGE EXTENSIONS

a. Supplementary Payments.

Subparagraphs (2) and (4) are amended as follows:

(2) Up to $2500 for cost of bail bonds (including bonds for related traffic law violations) required because of an “accident” we cover. We do not have to furnish these bonds.

(4) All reasonable expenses incurred by the “Insured” at our request, including actual loss of earning up to $500 a day because of time off from work.

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SECTION III – PHYSICAL DAMAGE COVERAGE

A. COVERAGE

The following is added:

5. Hired Auto Physical Damage

   a. Any "auto" you lease, hire, rent or borrow from someone other than your employees or partners or members of their household is a covered "auto" for each of your physical damage coverages.

   b. The most we will pay for "loss" in any one "accident" is the smallest of:

      (1) $50,000
      (2) The actual cash value of the damaged or stolen property as of the time of the "loss"; or
      (3) The cost of repairing or replacing the damaged or stolen property with other property of like kind and quality.

      If you are liable for the "accident", we will also pay up to $500 per "accident" for the actual loss of use to the owner of the covered "auto".

   c. Our obligation to pay for, repair, return or replace damaged or stolen property will be reduced by an amount that is equal to the amount of the largest deductible shown for any owned "auto" for that coverage. However, any Comprehensive Coverage deductible shown in the Declarations does not apply to "loss" caused by fire or lightning.

   d. For this coverage, the insurance provided is primary for any covered "auto" you hire without a driver and excess over any other collectible insurance for any covered "auto" that you hire with a driver.

6. Rental Reimbursement Coverage

   We will pay up to $75 per day for up to 30 days, for rental reimbursement expenses incurred by you for the rental of an "auto" because of "loss" to a covered "auto". Rental Reimbursement will be based on the rental of a comparable vehicle, which in many cases may be substantially less than $75 per day, and will only be allowed for a period of time it should take to repair or replace the vehicle with reasonable speed and similar quality, up to a maximum of 30 days. We will also pay up to $500 for reasonable and necessary expenses incurred by you to remove and replace your materials and equipment from the covered "auto".

   If "loss" results from the total theft of a covered "auto" of the private passenger type, we will pay under this coverage only that amount of your rental reimbursement expenses which is not already provided under paragraph 4. Coverage Extension.

7. Lease Gap Coverage

   If a long-term leased "auto" is a covered "auto" and the lessor is named as an Additional Insured – Lessor, in the event of a total loss, we will pay your additional legal obligation to the lessor for any difference between the actual cash value of the "auto" at the time of the loss and the "outstanding balance" of the lease.

   "Outstanding balance" means the amount you owe on the lease at the time of loss less any amounts representing taxes; overdue payments; penalties, interest or charges resulting from overdue payments; additional mileage charges; excess wear and tear charges; and lease termination fees.

B. EXCLUSIONS

The following is added to Paragraph 3

The exclusion for "loss" caused by or resulting from mechanical or electrical breakdown does not apply to the accidental discharge of an airbag.
Paragraph 4 is replaced with the following:

4. We will not pay for "loss" to any of the following:
   a. Tapes, records, disks or other similar audio, visual or data electronic devices designed for use with audio, visual or data electronic equipment.
   b. Equipment designed or used for the detection or location of radar.
   c. Any electronic equipment that receives or transmits audio, visual or data signals.

Exclusion 4.c does not apply to:

   (1) Electronic equipment that receives or transmits audio, visual or data signals, whether or not designed solely for the reproduction of sound, if the equipment is permanently installed in the covered "auto" at the time of the "loss" and such equipment is designed to be solely operated by use of the power from the "auto's" electrical system, in or upon the covered "auto"; or

   (2) Any other electronic equipment that is:

       (a) Necessary for the normal operation of the covered "auto" or the monitoring of the covered "auto's" operating system; or

       (b) An integral part of the same unit housing any sound reproducing equipment described in (1) above and permanently installed in the opening of the dash or console of the covered "auto" normally used by the manufacturer for installation of a radio.

D. DEDUCTIBLE

The following is added: No deductible applies to glass damage if the glass is repaired rather than replaced.

SECTION IV. BUSINESS AUTO CONDITIONS

A. LOSS CONDITIONS

Item 2.a. and b. are replaced with:

2. Duties In The Event of Accident, Claim, Suit, or Loss

   a. You must promptly notify us. Your duty to promptly notify us is effective when any of your executive officers, partners, members, or legal representatives is aware of the accident, claim, "suit", or loss. Knowledge of an accident, claim, "suit", or loss, by other employee(s) does not imply you also have such knowledge.

   b. To the extent possible, notice to us should include:

       (1) How, when and where the accident or loss took place;

       (2) The names and addresses of any injured persons and witnesses; and

       (3) The nature and location of any injury or damage arising out of the accident or loss.

The following is added to 5.

We waive any right of recovery we may have against any additional insured under Coverage A. 1. Who Is An Insured g., but only as respects loss arising out of the operation, maintenance or use of a covered "auto" pursuant to the provisions of the "Insured Contract", written agreement, or permit.

B. GENERAL CONDITIONS

9. is added

9. UNINTENTIONAL FAILURE TO DISCLOSE HAZARDS

Your unintentional failure to disclose any hazards existing at the effective date of your policy will not prejudice the coverage afforded. However, we have the right to collect additional premium for any such hazard.

COMMON POLICY CONDITIONS

2.b. is replaced by the following:

   b. 60 days before the effective date of cancellation if we cancel for any other reason.
EXHIBIT “B”

DISPUTE RESOLUTION

B1.0 All claims, disputes and other matters in question between the FIRST PARTY and CITY arising out of, or relating to, the contract documents or the breach thereof, shall be resolved as follows:

B2.0 Mediation
B2.1 The parties shall attempt in good faith first to mediate such dispute and use their best efforts to reach agreement on the matters in dispute. After a written demand for non-binding mediation, which shall specify in detail the facts of the dispute, and within ten (10) days from the date of delivery of the demand, the matter shall be submitted to a mutually agreeable mediator. The Mediator shall hear the matter and provide an informal opinion and advice, none of which shall be binding upon the parties, but is expected by the parties to help resolve the dispute. Said informal opinion and advice shall be submitted to the parties within twenty (20) days following written demand for mediation. The Mediator’s fee shall be shared equally by the parties. If the dispute has not been resolved, the matter shall be submitted to arbitration in accordance with Paragraph 3.1.

B3.0 Arbitration
B3.1 Any dispute between the parties that is to be resolved by arbitration as provided in Paragraph 2.1 shall be settled and decided by arbitration conducted by the American Arbitration Association in accordance with the Construction Industry Arbitration Rules of the American Arbitration Association, as then in effect, except as provided below. Any such arbitration shall be held before three arbitrators who shall be selected by mutual agreement of the parties; if agreement is not reached on the selection of the arbitrators within fifteen (15) days, then such arbitrator(s) shall be appointed by the presiding Judge of the court of jurisdiction of the contract.

B3.2 The provisions of the Construction Industry Arbitration Rules of the American Arbitration Association shall apply and govern such arbitration, subject, however to the following:

B3.3 Any demand for arbitration shall be writing and must be made within a reasonable time after the claim, dispute or other matter in question as arisen. In no event shall the demand for arbitration be made after the date that institution of legal or equitable proceedings based on such claim, dispute or other matter would be barred by the applicable statute of limitations.

B3.4 The arbitrator or arbitrators appointed must be former or retired judges, or attorneys at law with last ten (10) years’ experience in construction litigation.

B3.5 All proceedings involving the parties shall be reported by a certified shorthand court reporter, and written transcripts of the proceedings shall be prepared and made available to the parties.

B3.6 The arbitrator or arbitrators must be made within and provide to the parties factual findings and the reasons on which the decisions of the arbitrator or arbitrators is based.

B3.7 Final decision by the arbitrator or arbitrators must be made within ninety (90) days from the date of the arbitration proceedings are initiated.

B3.8 The prevailing party shall be awarded reasonable attorneys’ fees, expert and non-expert witness costs and expenses, and other costs and expenses incurred in connection with the arbitration, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.9 Costs and fees of the arbitrator or arbitrators shall be borne by the non-prevailing party, unless the arbitrator or arbitrators for good cause determine otherwise.

B3.10 The award or decision of the arbitrator or arbitrators, which may include equitable relief, shall be final, and judgment may be entered on it in accordance with applicable law in any court having jurisdiction over the matter.