

AGREEMENT FOR CITYWIDE TREE TRIMMING SERVICES

THIS AGREEMENT FOR CITYWIDE TREE TRIMMING SERVICES (this “AGREEMENT”) is made and entered into this 13th day of June, 2024 by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and TIP TOP ARBORISTS, INC. (the “CONTRACTOR”).

RECITALS

WHEREAS, OWNER desires to engage CONTRACTOR to perform certain services, as provided herein, identified as:

RFP 827-24- CITYWIDE TREE TRIMMING SERVICES

WHEREAS, the principal members of CONTRACTOR are qualified and duly registered/licensed under the laws of the State of California, and CONTRACTOR desires to accept such engagement.

NOW, THEREFORE, the parties agree as follows:

1. Parties.

The parties to this AGREEMENT are:

OWNER: City of Lancaster.

CONTRACTOR: Tip Top Arborists, Inc

2. Notices. All written notices required by or related to this AGREEMENT shall be sent by Certified Mail, Return Receipt Requested, postage prepaid and addressed as listed below. Neither party to this AGREEMENT shall refuse to accept such mail; parties to this AGREEMENT shall promptly inform the other party of any changes of address. All notices required by this AGREEMENT are effective on the day of receipt, unless otherwise indicated herein.

OWNERS Directors of Community Development
 & PARCS
 City of Lancaster
 44933 North Fern Avenue
 Lancaster, California 93534

CONTRACTOR James Lewandowski, President/CEO
 Tip Top Arborists, Inc.
 P.O. Box 2107
 Lancaster, California 93539

3. Successors and Assigns. The terms hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.
4. Incorporation by Reference. The OWNER'S RFP 827-24 and the CONTRACTOR'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.
5. Precedence of AGREEMENT Documents. If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

 First: This AGREEMENT

 Second: The OWNER'S RFP 827-24, all attachments, and all addenda

 Third: The CONTRACTOR'S Proposal
6. Description of Work. OWNER hereby engages CONTRACTOR, and CONTRACTOR accepts such engagement, to perform the maintenance services set forth in the "Scope of Services" attached hereto as Exhibit "A". CONTRACTOR shall perform and complete, in a manner satisfactory to OWNER, all work and services set forth in the Scope of Services. The Community Development/PARCS Director or his or her designee shall have the right to review and inspect the work during its performance at such times as may be specified

by the Community Development/PARCS Director, or his or her designee.

7. Obligations of the OWNER.

A. The total compensation to be paid by OWNER to CONTRACTOR for all work and services described in the Scope of Services shall be paid at the rates included in the schedule of pricing, billed per the quantity of work actually completed. CONTRACTOR'S fees and charges for the work and services performed shall in no event exceed those set forth in Exhibit "B" attached hereto and made a part hereof. CONTRACTOR must request a CPI increase (not to increase more than 5%,) for the upcoming year, if option to renew is exercised, by July 1 prior to contract renewal.

8. Obligations of the CONTRACTOR.

A. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself, and all subcontractors engaged for the performance of this AGREEMENT.

B. CONTRACTOR shall be responsible for payment of all employee's and subcontractor's wages and benefits and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. Payment of Prevailing Wage.

A. The State of California, Department of Industrial Relations, has ascertained the general prevailing rate of wages and employer payments for health and welfare, vacation, pension, and similar purposes applicable to the work to be done. These rates shall be the minimum wage rates for this project. These rates are on file with the OWNER and copies will be made available to any interested party upon request.

Attention is directed to the provisions of Section 1777.5 (Chapter 1411, Statutes of 1968) and Section 1777.6 of the Labor Code concerning the employment of apprentices by the CONTRACTOR or any subcontractor under him.

Section 1777.5, as amended, requires the CONTRACTOR or subcontractor employing tradesmen in any apprentice able occupation to apply to the joint apprenticeship committee nearest the site of the public works project and which administers the apprenticeship program in that trade for a certificate of approval. The certificate will also fix the ratio of apprentices to journeymen that will be used in the performance of the contract. The ratio of apprentices to journeymen in such cases shall not be less than one to five except:

- (A) When unemployment in the area of coverage by the joint apprenticeship committee has exceeded an average of 15% in the 90 days prior to the request for certificate; or
- (B) When the number of apprentices in training in the area exceeds a ratio of one to five; or
- (C) When the trade can show that it is replacing at least 1/30 of its membership through apprenticeship training on an annual basis statewide or locally; or
- (D) When the CONTRACTOR provides evidence that he employs registered apprentices on all of his contracts on an annual average of not less than one apprentice to eight journeymen.

The CONTRACTOR is required to make contributions to funds established for the administration of apprenticeship programs if he employs registered apprentices or journeymen in any apprentice able trade on such contracts and if other Contractors on the public works site are making such contributions.

The CONTRACTOR and any subcontractor under them shall comply with the requirements of Section 1777.5 and Section 1777.6 in the employment of apprentices.

Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the Director of Industrial Relations, ex officio the Administrator of Apprenticeship, San Francisco, California, or from the Division of Apprenticeship Standards and its branch offices.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the Prevailing Wage provisions of this Section.

10. Audit. OWNER shall have the option of inspecting and/or auditing all records and other written materials used by CONTRACTOR in preparing its statements to OWNER as a condition precedent to any payment to CONTRACTOR.

11. Hold Harmless and Indemnification. CONTRACTOR agrees to indemnify and hold harmless the OWNER, its officers and employees, from and against any and all claims, losses, obligations, or liabilities whatsoever, including reasonable Attorney's fees, incurred in or in any manner arising out of or related to CONTRACTOR'S negligent or willful wrongful acts, errors or omissions, or those of its employees or agents. CONTRACTOR agrees

to defend OWNER, its officers and employees, from and against any and all claims arising from any alleged negligent or wrongful acts, errors or omissions on the part of CONTRACTOR or on the part of its employees.

12. Amendments. Any amendment, modification, or variation from the terms of this AGREEMENT shall be in writing and shall be effective only upon mutual written approval by the Community Development or PARCS Director and CONTRACTOR.

13. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color, religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

B. The provisions of subsection A above shall be included in all solicitations or advertisements placed by or on behalf of CONTRACTOR for personnel to perform any services under this AGREEMENT. OWNER shall have access to all documents, data and records of CONTRACTOR and its subcontractors for purposes of determining compliance with the equal employment opportunity and non-discrimination provisions of this Section.

14. Termination for Convenience. The OWNER may terminate this AGREEMENT at any time without cause by giving fifteen (15) days written notice to CONTRACTOR 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 OWNER, become the OWNER's property. If this AGREEMENT is terminated by OWNER as provided herein, CONTRACTOR will be paid a total amount equal to its costs as of the termination date, plus ten percent (10%) of that amount for profit. In no event shall the amount payable upon termination exceed the total maximum compensation provided for in this AGREEMENT.

15. Termination for Cause.

A. The governing board of the OWNER may, by written notice to CONTRACTOR, terminate the whole or any part of this AGREEMENT in any of the following circumstances:

(1) If CONTRACTOR fails to perform the services required by this

AGREEMENT within the time specified herein or any authorized extension thereof; or

(2) If CONTRACTOR fails to perform the services called for by this AGREEMENT or so fails to make progress as to endanger performance of this AGREEMENT in accordance with its terms, and in either of these circumstances does not correct such failure within a period of ten (10) days (or such longer period that OWNER may authorize in writing) after receipt of notice from OWNER specifying such failure.

B. In the event OWNER terminates this AGREEMENT in whole or in part as provided above in paragraph A of this Section, OWNER may procure, upon such terms and in such manner as it may deem appropriate, services similar to those terminated.

C. If this AGREEMENT is terminated as provided above in paragraph A, OWNER may require CONTRACTOR to provide all finished or unfinished documents, data, studies, drawings, maps, photographs, reports, etc., prepared by CONTRACTOR. Upon such termination, CONTRACTOR shall be paid an amount equal to the contract amount, less the cost of hiring another CONTRACTOR to complete CONTRACTOR's services. In the event no new CONTRACTOR is employed, CONTRACTOR shall be paid an amount equal to the value of the work performed. In ascertaining the value of the work performed up to the date of termination, consideration shall be given to completed work and work in progress, complete and incomplete drawings, and other documents whether delivered to OWNER or in possession of CONTRACTOR, and authorized reimbursement expenses.

D. If, after notice of termination of the AGREEMENT under the provisions of this Section, it is determined, for any reason, that CONTRACTOR was not in default, or that the default was excusable, then the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Section 14.

16. Independent Contractor. CONTRACTOR is an independent contractor and shall have no power or authority to incur any debt, obligation or liability on behalf of the OWNER. It is expressly understood between the parties to this AGREEMENT that no employee/employer relationship is intended; CONTRACTOR is an independent contractor.

17. Insurance.

A. The CONTRACTOR, at its expense, shall maintain in effect at all times during the performance of work under this AGREEMENT not less than the following coverage and limits of insurance, which shall be maintained with insurers listed "A-, VIII" or better in the Best's Key Rating Guide and that are admitted insurers in the State of California:

Commercial General Liability

| | |
|---|-------------|
| Each Occurrence | \$2,000,000 |
| Per Project General Aggregate | \$5,000,000 |
| Including Products/Completed Operations | |
| Including Contractual Liability/Independent Contractors | |
| Including Broad Form Property Damage | |

Commercial Automobile Liability

Combined Single Limit per Accident for

| | |
|-----------------------------------|-------------|
| Bodily Injury and Property Damage | \$5,000,000 |
|-----------------------------------|-------------|

Workers Compensation

| | |
|--|---------------------|
| As Required by the State of California | Statutory Limits |
|--|---------------------|

Employer's Liability

| | |
|--------------------------|-------------|
| Each Accident | \$1,000,000 |
| Bodily Injury by Disease | \$1,000,000 |
| Each Employee | \$1,000,000 |

B. Insurance shall be at least as broad as ISO form CG2010 11/85 or CG2010 10/01 and CG2037 10/01 covering Commercial General Liability. Commercial Automobile coverage shall be at least as broad as ISO form CA 00 01.

C. The CONTRACTOR's insurance shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insured's liability.

D. A Waiver of Subrogation must be provided on behalf of the Certificate Holder for the Workers Compensation/Employers Liability policies and a copy of the endorsement must accompany the certificate.

E. Any deductibles or self-insurance retentions must be declared and approved by the OWNER. At the option of the OWNER, either the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the OWNER insured entities or the insurer shall procure a bond guaranteeing payment of losses and related investigations,

claim administration and defense expenses.

F. All insurance shall be primary and non-contributory as respects the OWNER insured entities. Any insurance or self-insurance maintained by the OWNER insured entities shall be in excess of the CONTRACTOR'S insurance and shall not contribute with it.

G. The coverage provided under this contract shall not contain any special limitations on the scope of protection afforded to the OWNER insured entities.

H. Insurance provided and maintained by CONTRACTOR must be placed with insurers with a rating of A-, VIII or better by Best's Key Rating Guide, latest edition, and that are admitted insurers in the State of California.

I. Insurance written on a "claims made" basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same coverage and limits as the policy that was in effect during the term of this contract and will cover CONTRACTOR for all claims made by the OWNER insured entities arising out of any acts or omissions of CONTRACTOR or its officers, employees, or agents during the time this AGREEMENT was in effect.

J. CONTRACTOR shall furnish the OWNER with Certificates of Insurance and with original endorsements effecting coverage required by this contract. The certificates and endorsements for each insurance policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. All certificates and endorsements are to be received and approved by the OWNER before work commences. The OWNER reserves the right to require complete, certified copies of all required insurance policies at any time.

K. Any failure to comply with reporting provisions of the policies shall not affect coverage provided to the OWNER insured entities.

L. Certificates of Insurance must be deposited with the OWNER for all coverage required by this contract. Certificates shall meet the following requirements:

- (1) Show that the insurance policy has been endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after 30 days prior written notice (10 days written notice for non-payment) by Certified Mail, return receipt requested to the OWNER.
- (2) List in the "Descriptions of Operations/Locations/Vehicles/Special Items" section:

**RFP No. 827-24 – CITYWIDE TREE TRIMMING
SERVICES**

City of Lancaster, its elected officials, officers, employees and volunteers are included as additional covered parties, but only insofar as the operations under this contract are concerned.

(3) List in the "Certificate Holder" section:

The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.

(4) List in the "Cancellation" section:

Should any of the above- d e s c r i b e d policies be canceled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named to the left.

M. CONTRACTOR shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor. Subcontractors are subject to the same insurance requirements as the CONTRACTOR.

N. The coverage shall contain no special limitations on the scope of protection afforded to the insured entities. The CONTRACTOR'S insurance coverage shall be primary insurance as respects the OWNER'S insured entities.

18. Commencement and Completion of Work. The execution of this AGREEMENT by the parties does not constitute an authorization to proceed. The services of CONTRACTOR shall commence when the OWNER, acting by and through its Community development/PARCS Director or his or her designee, has issued the notice to proceed.

CONTRACTOR shall have no claim for compensation for any services or work which has not been authorized by the OWNER'S notice to proceed.

19. Data Provided to CONTRACTOR. OWNER shall provide to CONTRACTOR, without charge, all data, including reports, records, maps and other information, now in the OWNER's possession which may facilitate the timely performance of the work described in the Scope of Services.

20. CONTRACTOR's Warranties and Representations. CONTRACTOR warrants and represents to OWNER as follows:

A. CONTRACTOR has not employed or retained any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, to solicit or obtain this AGREEMENT.

B. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of

this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

C. CONTRACTOR has no knowledge that any officer or employee of the OWNER has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of the CONTRACTOR, and that if any such interest comes to the knowledge of CONTRACTOR at any time, a complete written disclosure of such interest will be made to OWNER, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws.

D. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

21. Resolution of Disputes.

A. Disputes regarding the interpretation or application of any provisions of this AGREEMENT shall, to the extent reasonably feasible, be resolved through good faith negotiations between the parties.

B. If the parties cannot resolve the dispute through good faith negotiations, either party may give Notice of Dispute to the other party. The Notice of Dispute shall state the nature of the dispute and the corrective action necessary to remedy the dispute.

After Notice of Dispute, the parties shall first attempt to resolve any disputes by mediation. The parties shall agree on a single mediator. Mediation shall be conducted in Lancaster, California. Each party shall pay its own attorneys' fees and the costs of mediation shall be split equally between the parties.

If the dispute has not been resolved by mediation within 45 days after Notice of Dispute, or the parties are unable to agree to a mediator, within 15 days after Notice of Dispute, then, the dispute may, upon agreement of the parties be resolved by binding arbitration.

C. If any action at law or in equity is brought to enforce or interpret any provisions of this AGREEMENT, the prevailing party in such action shall be entitled to reasonable attorney's fees, cost and necessary disbursements, in addition to such other relief as may be sought and awarded.

22. Exhibits.

The following exhibits to which reference is made in this AGREEMENT are deemed incorporated herein in their entirety:

Exhibit "A" Scope of Services

Exhibit "B" Term & Payment Clause

23. Governing Law.

This AGREEMENT shall be governed by the laws of the State of California.

24. Effective Date.

This AGREEMENT shall become effective as of the date set forth below on which the last of the parties, whether OWNER or CONTRACTOR, executes this AGREEMENT.

Exhibit A

Scope of Work

Tree Trimming Services

The Tree Trimming Contractor (hereinafter called the "Contractor") will recognize and perform in accordance with all stated intents, specifications, and stipulations contained or reference herein. Each bidder will be responsible for researching the existing conditions and matters that affect the cost or performance of the services.

The Contractor shall perform tree trimming and maintenance, general arborists services, and GPS inventory management in accordance with the statement of work described herein and all applicable governing standards. The work performed to service tree maintenance pertaining to this contract is routine, perpetual, and typical. Tree trimming will take place over a twelve (12) month period. Contractor will be expected to be available for daily trims during the contract year.

The Tree Trimming Contractor will furnish all labor, equipment, tools, services, skills, etc., required to service the trees throughout the contract period. Trimming of trees will be on an as needed basis to include but not be limited to trimming, removals, planting, stump grinds, section trims, line clearing, emergency tree work and right of way clearing.

The intent is to maintain a safe and healthy appearance of the City of Lancaster's Parks and Facilities, City Right of Ways, and City Landscape Maintenance Areas as determined by the City of Lancaster. The Contractor will maintain such appearance to the satisfaction of the City. Any discrepancies in the understanding of this clause will be resolved in a manner as determined by the City of Lancaster.

The basic daily hours of maintenance service shall be from 7:00 a.m. to 4:30 p.m., Monday through Friday. No maintenance functions that generate excessive noise shall be commenced before 8:00 a.m. Any work performed on parkways and medians, or where traffic control is required, shall not commence before 9:00 a.m., and shall terminate no later than 3:00 p.m. The Contractor shall provide adequate staffing and any necessary traffic control permits to perform the required services.

All contractors' employees shall wear similar uniforms showing the first name of the employee and the name of the company. High visibility vests and/or shirts shall always be worn. If the City feels that improper clothing is being worn, the supervisor will be instructed to make the necessary changes.

All vehicles used by the contractor shall have the company name visible on the vehicle. The logo shall be consistent on all vehicles. Vehicles should be clean, properly maintained, and present an appropriate image to the public.

Tree Maintenance

All tree pruning shall comply with good arboriculture practices for the species of tree being trimmed and shall follow ANSI A300 standards. The Contractor shall also meet the requirements of the

American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation." published by the American National Standard Institute, Inc., 1430 Broadway, New York, 10018. The City shall determine if the contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default if they consistently fail to comply with the standards.

Tree Removal

Any tree with half (1/2) or more of its total foliage mass dead or dying should be brought to the attention of the City and removed as directed. Careful analysis should be made of site or maintenance conditions which caused or contributed to the tree's decline. Any detrimental site condition that can be corrected should be accomplished prior to installing any replacement tree.

- 1) Tree Removal Requirements: Trees should be removed in a safe manner and stumps should be ground to a minimum of eighteen inches (18") below finish grade, unless the tree is being replaced, in which case stump shall be removed completely. Excess wood chips from stump grinding should be removed and the cavity void backfilled with topsoil at ground level. The topsoil placed in the cavity should be prepared, compacted, and fine graded suitable for replanting. Any drainage component, irrigation equipment item, or construction feature that was damaged by the tree removal process shall be repaired or replaced.

Tree Planting

Planting includes the tree, stakes, V.I.T. twist braces, and complete installation and watering at the time of installation. Contractor will guarantee the quality of the tree stock and the workmanship for a period of no less than 3 months.

Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit, the contractor shall examine the root ball for injured roots and the canopy for broken branches. Depth shall be until sandy soil is reached or a minimum of 4'. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

The tree shall be placed in the planting pit with its original growing level at the same height of the surrounding finish grade. In grass-covered areas, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3 inches below the level of the finished surface of concrete.

All trees shall be staked with three (3) wooded lodge poles and two V.I.T. twist braces per pole. Minimum size of lodge poles should be ten (10') feet long, with a one and a half (1 1/2") inch diameter. Stakes shall not penetrate root ball and shall be driven into the ground approximately twenty-four to thirty (24" to 30") inches below grade.

In some cases, root barriers may be required. The City will make the determination. Should a root barrier be required, the contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages hardscapes and creates hazards.

All trees shall be of good nursery stock that adheres to the City of Lancaster approved planting list. Trees shall be free from pests, disease, and structural defects.

Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms, high winds, or other reasons. Emergency calls may occur at any given time. The Contractor will be provided the location and the work to be done at each location via telephone from a City authorized representative. Emergency work crew shall be on site within one (1) hour of the initial telephone call.

Contractor shall be required to provide a twenty-four (24) hour emergency phone number or the names of at least ten (10) contact individuals upon award of the contract. Should the contract persons or their numbers change during the contract, those changes shall be submitted to the City withing two (2) working days.

Contractor shall be required to provide all necessary traffic control during the emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company.

Work performed under the emergency provision of this contract may be paid for on a crew hour basis. This shall include all labor, tools, equipment, disposal fees, and all necessary materials.

Operational Guidelines

- 1) The Contractor shall always maintain coordination with specific Project Managers. Either party may request and be granted a conference upon request within two (2) working days of the request.
- 2) No storage or service of equipment shall take place on City Property.
- 3) All green waste generated from this contract shall be recycled. All green waste generated shall be recycled in compliance with City and State regulations.

Performance Standards

- 1) The City reserves the right to audit the performance of the Contractor and operators of equipment at any time.
- 2) The City's Project Manager or approved City personnel may perform inspections of City sites upon receipt of notification that service has been completed. Performance shall be measured against the specifications contained herein to ensure City standards for quality are met. Quality standards shall be at the discretion of the Project Manager.

Equipment

- 1) The Contractor shall furnish equipment of a type and quantity to perform the work satisfactory. If, in the opinion of the Project Manager, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall immediately provide additional equipment as directed by the Project Manager.

- 2) The City reserves the right to inspect all equipment before it is placed in or while it is in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project manager. Inspection and approval of the Contractor's equipment by the Project Manager shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment.
- 3) As a minimum, all equipment operated on a roadway shall be legally equipped and marked. Contractor is responsible for determining legal requirements.

Damages

All damage incurred to existing facilities by the Contractor's operation shall be repaired or replaced at the Contractor's expense.

- 1) Irrigation system damage such as damage to sprinkler heads, valves, valve boxes, controllers, and so on, shall be repaired or replaced within one watering cycle.
- 2) All damage to shrubs, trees, turf, **or** groundcover shall be repaired or replaced within five (5) working days.
- 3) Minor damage to shrubbery may be corrected by appropriate pruning. Major damage shall be corrected by removal and replacement of the damaged shrub. The assessment of the damage will be at the discretion of the City.
- 4) All damage caused to components of the sites such as pumps, pump houses, doors, drainage structures, walkways, fence, light fixtures, and so on, from accidents or cumulative effects of incidents caused by the Contractor's staff shall be immediately corrected at the Contractor's expense.
- 5) Should the Contractor fail to provide for repairs or replacements from damages within the aforementioned time specifications, the City may undertake repairs or replacements on its own and subtract costs incurred from the monthly payment.

Damage by Others

The Contractor shall provide the City with an accident damage report including labor costs, equipment costs, and material costs whenever there are damages due to acts of God, vandalism, vehicular accidents, or whenever any damage occurs in areas maintained under this contract.

Communication

The Contractor's facility and the lead person shall be equipped with a two-way radio or cell phone for dispatching purposes, answering emergency calls, and to communicate with the City during the workday. One (1) person shall speak fluent English on each crew.

GPS Tree Inventory Scope of Work

The City shall provide the most up-to-date GPS inventory data to the Contractor upon award of contract. City

will pay for and contract “Arbor Pro” as its GPS inventory and data collection service. The City, at its expense, will maintain a yearly subscription to Arbor Pro. City and Contractor will use Arbor Pro for work orders pertaining to tree trimming services. The city will require the contractor to update Arbor Pro daily, so that the most accurate tree information is available when needed. Contractors will be expected to have general knowledge of Arbor Pro or the ability to get the necessary training to accurately utilize the tree management system. Smart device for field record keeping will be supplied by Contractor. Attributes to be updated by Contractor may include, but not limited to:

- Tree Number
- City District/Grid/Parks/Open Spaces
- Street
- Location by Address
- Location by GIS
- Species by Botanical Name and Common Name
- Tree Diameter
- Tree Height
- Tree condition
- Tree Dollar Value
- Recommended Maintenance
- Existing Overhead Utilities
- Parkway Size
- Parkway Type
- Sidewalk Damage

EXHIBIT “B”

TERM AND PAYMENT

Term. This Agreement shall become effective and shall be in full force and effect upon the execution of the Agreement by the City and the contractor. This Agreement shall continue in full force and effect for a period of **three (3) years, with two additional one (1) year renewal options** from the effective date of the Agreement (“the term”), unless the Agreement is sooner terminated in accordance with the Terms and Conditions in the Agreement; provide, however, that the City and the CONTRACTOR may mutually agree in writing to extend the Term of this Agreement.

Payment. The City of Lancaster shall reimburse the CONTRACTOR for the actual costs, including labor costs and employee benefits incurred by the CONTRACTOR in performance of the work, in an amount not to exceed the rates identified herein. Actual costs shall not exceed the estimated wage rates and other costs as set forth in this Agreement. Source documentation supporting billed costs must be submitted with the invoice. CONTRACTOR shall provide a cost breakdown with hourly rates for each office and field function in the event the additional work is required beyond the not to exceed fee specified above. Any additional work will require a separate Authorization for CONTRACTOR Services signed by both parties.

The total compensation to be paid by OWNER to CONTRACTOR for all work and services described is not to exceed \$544,506 for Year One (FY24/25) and additional years will have the option for up to a 5% CPI increase on the prior year’s not to exceed amount.

CONTRACTOR shall not be reimbursed for actual travel expenses incurred in the performance of the work.

RATES

| Service Requested | Cost Per Tree | Cost Per Tree Section |
|---|----------------------|------------------------------|
| Trims | \$ 116.00 | \$ 98.00 |
| Line Clearing | \$ 98.00 | \$ 88.00 |
| Right of Way Clearing | \$ 85.00 | \$ 80.00 |
| Removal DBH < 12" | \$ 485.00 | \$ 385.87 |
| Removal DBH 13"-24" | \$ 825.00 | \$ 725.00 |
| Removal DBH > 24" | \$ 1,100.00 | \$ 985.00 |
| Planting 15 gallon | \$ 285.00 | \$ 231.52 |
| Planting 24" Box | \$ 425.00 | \$ 358.31 |
| Planting 36" Box | \$ 975.00 | \$ 882.00 |
| Stump Grind Hourly Rate | \$ 121.27 | \$ 121.27 |
| Emergency Removal < 12" Each Tree | \$ 525.00 | \$ 400.00 |
| Emergency Removal 13" – 24" Each Tree | \$ 875.00 | \$ 800.00 |
| Emergency Removal > 24" Each Tree | \$ 1,350.00 | \$ 1,100.00 |
| Emergency Tree Work: Per Hour Charge *Response Includes 1 Aerial Lift Boom Truck w/Chipper and 3-man crew (4 Hour minimum) | \$ 385.00 | \$ 385.00 |

IN WITNESS WHEREOF, the parties hereto have caused this AGREEMENT to be executed and attested by their respective officers thereunto duly authorized.

CITY OF LANCASTER
LANCASTER, CALIFORNIA

By: _____
Jason Caudle, City Manager

Date: _____

TIP TOP ARBORISTS

By: _____
James Lewandowski, President

Date: _____

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

Allison E Burns, City Attorney

CONTRACT SUBMISSION APPROVAL:

Larissa De La Cruz, Community Development Director

Sonya Patterson, Parks, Arts, Recreation, and Community Services Director