

LABOR AND MATERIALS CONTRACT BETWEEN THE CITY OF VERNON AND
WEST COAST ARBORIST, INC. FOR URBAN FOREST MANAGEMENT SERVICES

COVER PAGE

Contractor:	West Coast Arborist, Inc.
Responsible Principal of Contractor:	Patrick Mahoney, President
Notice Information - Contractor:	West Coast Arborist, Inc. 2200 E. Via Burton Street Anaheim, CA 92806 Attention: Patrick Mahoney, President Phone: (714) 991-1900
Notice Information - City:	City of Vernon 4305 Santa Fe Avenue Vernon, CA 90058 Attention: Daniel Wall,, Director of Public Works Telephone: (323) 583-8811 ext. 305
Commencement Date:	April 1, 2025
Termination Date:	March 31, 2028
Consideration:	Total not to exceed \$360,000 (includes all applicable sales tax); and more particularly described in Exhibit C
Records Retention Period	Three (3) years, pursuant to Section 8.3

LABOR AND MATERIALS CONTRACT BETWEEN THE CITY OF VERNON AND
WEST COAST ARBORIST, INC. FOR URBAN FOREST MANAGEMENT SERVICES

This Contract is made between the City of Vernon, a California charter City and California municipal corporation ("City"), and West Coast Arborist, Inc., a California corporation, with headquarters located at 2200 E. Via Burton Street, Anaheim, CA, 92806 ("Contractor").

The City and Contractor agree as follows:

1.0 Contractor shall furnish all necessary and incidental labor, material, equipment, transportation and services as described in, and strictly in accordance with, and subject to all terms and conditions set forth in Specifications for Urban Forest Management Services, as more fully set forth in the Scope of Services, attached hereto and incorporated herein by reference as Exhibit "A", and set forth in Special Provisions for Urban Forest Management Services, attached hereto and incorporated herein by reference as Exhibit "B".

Contractor and City of Beaumont (hereinafter, "Beaumont") previously entered into a competitively bid contract, which was set to commence on May 7, 2024 and terminate on May 6, 2027 (the "Beaumont Contract"). A copy of the Beaumont Contract is attached hereto and incorporated herein by this reference as Exhibit "C". The Vernon Municipal Code 3.32.110(A)(5), expressly authorizes piggybacking on an existing public agency contract as a template to form its own contract directly from a vendor offering the same prices, terms, and conditions as in a previous award from the City or another public agency by competitive bid.

2.0 All work shall be done in a manner satisfactory to the City's Director of Public Works (the "Director"), or the Director's designee, in writing, and shall be of highest quality with respect to the contract specifications.

In the event Contractor fails to perform satisfactorily the City shall advise Contractor in writing, and Contractor shall have thirty (30) days to cure such failure to satisfactorily perform. If Contractor fails to secure its performance within said 30 days, the City may, at its option, terminate this Contract for default without further liability, other than payment to Contractor for work performed satisfactorily prior to the date of termination.

3.0 Contractor shall commence work upon the execution of this contract and shall perform work requested in writing by Director.

4.0 In consideration of satisfactory and timely Performance of requested work pursuant to the Schedule set forth in Exhibit "E," which is attached hereto and incorporated herein by reference, the City shall pay Contractor as follows:

The bid amounts, according to the requested and accepted price set forth in the Contractor's bid proposal, attached hereto and incorporated herein by reference as Exhibit "F". The total amount to be paid to Contractor during the term of this contract shall not exceed Three Hundred Sixty Thousand Dollars (\$360,000) without the prior approval of the City Council and without a written amendment of this contract.

5.0 Concurrently with the execution of this Contract, Contractor shall furnish bonds of a surety satisfactory to the City, as provided in the specifications and Notice Inviting Bids. The cost of the bonds shall be paid by Contractor.

6.0 GENERAL TERMS AND CONDITIONS.

6.1 INDEPENDENT CONTRACTOR.

6.1.1 It is understood that in the performance of the services herein provided for, Contractor shall be, and is, an independent contractor, and is not an agent or employee of City and shall furnish such services in its own manner and method except as required by this Contract. Further, Contractor has and shall retain the right to exercise full control over the employment, direction, compensation and discharge of all persons employed by Contractor in the performance of the services hereunder. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever.

6.1.2 Contractor acknowledges that Contractor and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of the City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

6.2 CONTRACTOR NOT AGENT. Except as the City may authorize in writing, Contractor and its subcontractors, if any, shall have no authority, express or implied, to act on behalf of or bind the City in any capacity whatsoever as agents or otherwise.

6.3 OWNERSHIP OF WORK. All reports, drawings, plans, specifications, computer tapes, floppy disks and printouts, studies, memoranda, computation sheets and other documents prepared by Contractor in furtherance of the work shall be the sole property of City and shall be delivered to City whenever requested. Contractor shall keep such documents and materials on file and available for audit by the City for at least three (3) years after completion or earlier termination of

this Contract. Contractor may make duplicate copies of such materials and documents for its own files or for such other purposes as may be authorized in writing by the City.

6.4 CORRECTION OF WORK. Contractor shall promptly correct any defective, inaccurate or incomplete tasks, deliverables, goods, services and other work, without additional cost to the City. The performance or acceptance of services furnished by Contractor shall not relieve the Contractor from the obligation to correct subsequently discovered defects, inaccuracy or incompleteness.

6.5 WAIVER. The City's waiver of any term, condition, breach or default of this Contract shall not be considered to be a waiver of any other term, condition, default or breach, nor of a subsequent breach of the one waived.

6.6 SUCCESSORS. This Contract shall inure to the benefit of, and shall be binding upon, the parties hereto and their respective heirs, successors and/or assigns.

6.7 NO ASSIGNMENT. Contractor shall not assign or transfer this Contract or any rights hereunder without the prior written consent of the City and approval by the City Attorney, which may be withheld in the City's sole discretion. Any unauthorized assignment or transfer shall be null and void and shall constitute a material breach by the Contractor of its obligations under this Contract. No assignment shall release the original parties or otherwise constitute a novation.

6.8 COMPLIANCE WITH LAWS. Contractor shall comply with all Federal, State, County and City laws, ordinances, resolutions, rules and regulations, which are, as amended from time to time, incorporated herein and applicable to the performance hereof.

6.9 ATTORNEY'S FEES. If any action at law or in equity is brought to enforce or interpret the terms of this Contract, the prevailing party shall be entitled to reasonable attorney's fees, costs and necessary disbursements in addition to any other relief to which such party may be entitled.

7.0 INTERPRETATION.

7.1 APPLICABLE LAW. This Contract, and the rights and duties of the parties hereunder (both procedural and substantive), shall be governed by and construed according to the laws of the State of California, without regards to its conflict of laws rules.

7.2 ENTIRE CONTRACT. This Contract, including any Exhibits attached hereto, constitutes the entire contract and understanding between the parties regarding its subject matter and supersedes all prior or contemporaneous negotiations, representations, understandings, correspondence, documentation and agreements (written or oral).

7.3 WRITTEN AMENDMENT. This Contract may only be changed by written amendment executed by Contractor and the City Administrator or other authorized representative of the City, subject to any requisite authorization by the City Council. Any oral representations or modifications concerning this Contract shall be of no force or effect.

7.4 SEVERABILITY. If any provision in this Contract is held by any court of competent jurisdiction to be invalid, illegal, void, or unenforceable, such portion shall be deemed severed from this Contract, and the remaining provisions shall nevertheless continue in full force and effect as fully as though such invalid, illegal, or unenforceable portion had never been part of this Contract.

7.5 ORDER OF PRECEDENCE. In case of conflict between the terms of this Contract and the terms contained in any document attached as an Exhibit or otherwise incorporated by reference, the terms of this Contract shall strictly prevail. The terms of the City's Specifications shall control over the Contractor's bid.

7.6 CHOICE OF FORUM. The parties hereby agree that this Contract is to be enforced in accordance with the laws of the State of California, is entered into in the City of Vernon and that all claims or controversies arising out of or related to performance under this Contract shall be submitted to and resolved in a forum within the County of Los Angeles at a place to be determined by the rules of the forum.

7.7 TIME OF ESSENCE. Time is strictly of the essence of this Contract and each and every covenant, term and provision hereof.

7.8 AUTHORITY OF CONTRACTOR. The Contractor hereby represents and warrants to the City that the Contractor has the right, power, legal capacity and authority to enter into and perform its obligations under this Contract, and its execution of this Contract has been duly authorized.

7.9 ARBITRATION OF DISPUTES. Any dispute for under \$25,000 arising out of or relating to the negotiation, construction, performance, non-performance, breach or any other aspect of this Contract, shall be settled by binding arbitration in accordance with the Commercial Rules of the American Arbitration Association at Los Angeles, California and judgment upon the award rendered by the Arbitrators may be entered in any court having jurisdiction thereof. This clause shall not preclude the Parties from seeking provisional remedies in aid of arbitration from a court of appropriate jurisdiction. The City does not waive its right to object to the timeliness or sufficiency of any claim filed or required to be filed against the City and reserves the right to conduct full discovery.

7.10 INDEMNITY.

7.10.1 Contractor agrees to indemnify, hold harmless and defend (even if the allegations are false, fraudulent or groundless), to the maximum extent permitted by law, the City, its City Council and each member thereof, and its officers, employees, commission members and representatives, from any and all liability, loss, suits, claims, damages, costs, judgments and expenses (including attorney's fees and costs of litigation) which in whole or in part result from, or arise out of, or are claimed to result from or to arise out of:

- A. any activity on or use of City's premises or facilities or any performance under this Contract; or
- B. any acts, errors or omissions (including, without limitation, professional negligence) of Contractor, its employees, representatives, subcontractors, or agents in connection with the performance of this Contract.

7.10.2 This Contract to indemnify includes, but is not limited to, personal injury (including death at any time) and property or other damage (including, but without limitation, contract or tort or patent, copyright, trade secret or trademark infringement) sustained by any person or persons (including, but not limited to, companies, or corporations, Contractor and its employees or agents, and members of the general public). The sole negligence or willful misconduct of City, its employees or agents other than Contractor or Contractor's subcontractors are excluded from this indemnity contract.

7.11 RELEASE. Contractor agrees to release and covenants not to sue the City, its City Council and each member thereof, and its officers, employees, commission members and representatives for any damage or injury (including death) to itself, its officers, employees, agents and independent contractors damaged or claiming to be damaged from any performance under this Contract.

7.12 INSURANCE. Contractor shall procure and maintain for the duration of the Contract, and for 3 years thereafter, insurance against claims for injuries to persons or damage to property that may arise from or in connection with the performance of the work hereunder by the Contractor, its agents, representative, or employees. The policies shall state that they afford primary coverage.

7.12.1 Automobile Liability Insurance. Primary insurance coverage shall be written on ISO Business Auto coverage form for all owned, hired, and non-owned automobiles or any auto. The policy shall have a combined single limit of not less than one million dollars (\$1,000,000). If Contractor is transporting one or more non-employee passengers in the performance of the services, the automobile liability

policy shall have a combined single limit of two million dollars (\$2,000,000). If Contractor owns no autos, a hired, non-owned auto endorsement to the General Liability policy is acceptable.

- (A) Contractor agrees to subrogate automobile liability resulting from performance under this Contract by agreeing to defend, indemnify, and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the Contractor under the performance of the services. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds and, under the Contractors' policy, there shall be a waiver of subrogation, and the policy shall be primary and non-contributory and will not seek contribution from the City's insurance.

7.12.2 Commercial General Liability Insurance. Contractor shall carry General Liability Insurance covering all operations performed by or on behalf of the Contractor providing coverage for bodily injury and property damage with a single limit of not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) general aggregate limit written on an Insurance Services Office (ISO) Comprehensive General Liability "occurrence" Form CG 00 01 or its equivalent for coverage on an occurrence basis. The City of Vernon, its directors, commissioners, officers, employees, agents, and volunteers must be endorsed on the policy as additional insureds with respect to liability arising out of the Contractor's performance of this Contract. The additional insured coverage under the Contractor's policy shall be primary and non-contributory and will not seek contribution from the City's insurance. The policy shall be endorsed to include a waiver of subrogation.

- (A) If Contractor intends to employ subcontractors, Contractor's Protective Coverage is required. Contractor may include all subcontractors as insured under its own policy or shall furnish separate insurance for each subcontractor, meeting the requirements set forth herein.
- (B) Contractor agrees to subrogate General Liability resulting from performance under this Contract by agreeing to defend, indemnify, and hold harmless, the City, and its respective employees, agents, and City Council from and against all claims, liabilities, suits, losses, damages, injuries and expenses, including all costs and reasonable attorney's fees ("Claims"), which are attributable to any act or omission by the Contractor

under the performance of the services.

7.12.3 Professional Errors and Omissions Coverage in a sum of not less than one million dollars (\$1,000,000) where such risk is applicable. Applicable aggregate must be identified and claims history provided to determine amounts remaining under the aggregates. Contractor shall maintain such coverage for at least three (3) years after the termination of this Contract.

7.12.4 Umbrella Liability Insurance. An umbrella (over primary) may be used to comply with limits or other primary coverage requirements. When used, the umbrella policy shall apply to bodily injury/property damage and personal injury/advertising injury and shall include a "dropdown" provision providing primary coverage for any liability not covered by the primary policy. The umbrella policy shall have no additional exclusion or coverage difference from the primary policy. The coverage shall also apply to automobile liability.

7.12.5 Workers' Compensation/Employers Liability. Contractor shall comply with the applicable sections of the California Labor Code concerning workers' compensation for injuries on the job. In addition, Contractor shall require each subcontractor to similarly maintain workers' compensation insurance in accordance with the laws of California for all of the subcontractor's employees. Compliance is accomplished in one of the following manners:

- (A) Provide a copy of the permissive self-insurance certificate approved by the State of California; or
- (B) Secure and maintain in force a policy of workers' compensation insurance with statutory limits and Employer's Liability Insurance with a limit of one million dollars (\$1,000,000) per accident. The policy shall be endorsed to waive all rights of subrogation against City, its directors, commissioners, officers, employees, and volunteers for losses arising from performance of this Contract; or
- (C) If Contractor has no employees, it may certify or warrant to the City that it does not currently have any employees or individuals who are defined as "employees" under the Labor Code, and the requirement for Workers' Compensation coverage will be waived by completing the waiver form provided by the City.

7.12.6 If Contractor maintains broader coverage and/or higher limits than the minimums shown above, City requires and shall be entitled to the broader coverage and/or the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

7.12.7 Each insurance policy included in this clause shall be endorsed to state that coverage shall not be cancelled except after thirty (30) days prior written notice to City.

7.12.8 Insurance shall be placed with insurers with an A.M. Best rating of no less than A-VIII. Any self-insured retention or deductible in excess of \$25,000 must be approved in advance by the City. Any policies written on a claims-based basis must include a minimum of a 3-year tail.

7.12.9 Prior to the commencement of performance, Contractor shall furnish City with a certificate of insurance for each policy. Each certificate is to be signed by a person authorized by that insurer to evidence coverage on its behalf. The certificate(s) must be in a form approved by City. City may require complete, certified copies of any or all policies upon request.

7.12.10 Failure to maintain required insurance at all times shall constitute a default and material breach. In such event, Contractor shall immediately notify City and cease all performance under this Contract until further directed by the City. In the absence of satisfactory insurance coverage, City may, at its option: (a) procure insurance with collection rights for premiums, attorney's fees, and costs against Contractor by way of set-off or recoupment from sums due to Contractor, at City's option; (b) immediately terminate this Contract and seek damages from the Contract resulting from said breach; or (c) self-insure the risk, with all damages and costs incurred, by judgment, settlement or otherwise, including attorney's fees and costs, being collectible from Contractor, by way of set-off or recoupment from any sums due to Contractor.

7.13 NOTICES. Any notice or demand to be given by one party to the other shall be given in writing and by personal delivery or prepaid first-class, registered or certified mail, addressed as follows. Notice simply to the City of Vernon or any other City department is not adequate notice.

If to the City: City of Vernon
 Attn: Daniel Wall, Director of Public Works
 4305 Santa Fe Avenue
 Vernon, CA 90058

With a Copy to: Brian Saeki
 City Administrator
 City of Vernon
 4305 Santa Fe Avenue
 Vernon, CA 90058

If to the Contractor: West Coast Arborist, Inc.

Patrick Mahoney, President
2200 E. Via Burton Street
Anaheim, CA 92806

Any such notice shall be deemed to have been given upon delivery, if personally delivered, or, if mailed, upon receipt or upon expiration of three (3) business days from the date of posting, whichever is earlier. Either party may change the address at which it desires to receive notice upon giving written notice of such request to the other party.

7.14 TERMINATION FOR CONVENIENCE (Without Cause). City may terminate this Contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days' written notice to Contractor. If the Contract is thus terminated by City for reasons other than Contractor's failure to perform its obligations, City shall pay Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of termination. Such payment shall be Contractor's exclusive remedy for termination without cause.

7.15 DEFAULT. In the event either party materially defaults in its obligations hereunder, the other party may declare a default and terminate this Contract by written notice to the defaulting party. The notice shall specify the basis for the default. The Contract shall terminate unless such default is cured before the effective date of termination stated in such notice, which date shall be no sooner than ten (10) days after the date of the notice.

Termination for cause shall relieve the terminating party of further liability or responsibility under this Contract, including the payment of money, except for payment for services satisfactorily and timely performed prior to the service of the notice of termination, and except for reimbursement of (1) any payments made by the City for service not subsequently performed in a timely and satisfactory manner, and (2) costs incurred by the City in obtaining substitute performance.

7.16 ASSIGNMENT OF ANTITRUST CAUSES OF ACTION. Contractor hereby agrees to assign to the City all rights, title and interest in and to all causes of action it may have under Section 4 of the Clayton Act (15 U.S.C. § 15) or under Chapter 2 of the Cartwright Act (commencing with Section 16700) or part 2 of Division 7 of the California Business and Professions Code, or any similar or successor provisions of Federal or State law, arising from purchases of goods, services or materials pursuant to this Contract or any subcontract. This assignment shall be made and become effective at the time the City tenders final payment to the Contractor, without further acknowledgment by the parties.

8.0 ADDITIONAL ASSURANCES.

8.1 EQUAL EMPLOYMENT OPPORTUNITY PRACTICES. Contractor certifies and represents that, during the performance of this Contract, the Contractor and any other parties with whom it may subcontract shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religion, color, national origin, ancestry, disability, sex, age, medical condition, marital status. Contractor further certifies that it will not maintain any segregated facilities. Contractor further agrees to comply with The Equal Employment Opportunity Practices provisions as set forth in Exhibit "D".

8.2 VERNON BUSINESS LICENSE. Contractor shall obtain, and pay any and all costs associated therewith, any Vernon Business License which may be required by the Vernon Municipal Code.

8.3 MAINTENANCE AND INSPECTION OF RECORDS.

The City, or its authorized auditors or representatives, shall have access to and the right to audit and reproduce any of the Contractor's records to the extent the City deems necessary to insure it is receiving all money to which it is entitled under the Contract and/or is paying only the amounts to which Contractor is properly entitled under the Contract or for other purposes relating to the Contract.

The Contractor shall maintain and preserve all such records for a period of at least 3 years after termination of the Contract.

The Contractor shall maintain all such records in the City of Vernon. If not, the Contractor shall, upon request, promptly deliver the records to the City of Vernon or reimburse the City for all reasonable and extra costs incurred in conducting the audit at a location other than the City of Vernon, including, but not limited to, such additional (out of the City) expenses for personnel, salaries, private auditors, travel, lodging, meals and overhead.

8.4 CONFLICT. Contractor hereby represents, warrants and certifies that no member, officer or employee of the Contractor is a director, officer or employee of the City of Vernon, or a member of any of its boards, commissions or committees, except to the extent permitted by law.

8.5 ENFORCEMENT OF WAGE AND HOUR LAWS. Eight hours labor constitutes a legal day's work. The Contractor, or subcontractor, if any, shall forfeit twenty-five dollars (\$25) for each worker employed in the execution of this Contract by the respective Contractor or subcontractor for each calendar day during which the worker is required or permitted to work more than 8 hours in any one calendar day and 40 hours in any one calendar week in violation of the provisions of Sections 1810 through 1815 of the California Labor Code as a penalty paid to the City; provided,

however, work performed by employees of contractors in excess of 8 hours per day, and 40 hours during any one week, shall be permitted upon compensation for all hours worked in excess of 8 hours per day at not less than 1½ times the basic rate of pay.

8.6 PREVAILING WAGES. The provisions of California Labor Code 1770, et seq., regarding the payment of prevailing wages on public works, and related regulations, apply to all City contracts. In addition, the selected consultant and/or any subcontractor must be currently registered and qualified (including payment of any required fee) with the State Department of Industrial Relations pursuant to Labor Code section 1725.5. This project is subject to compliance monitoring and enforcement by the State Department of Industrial Relations.

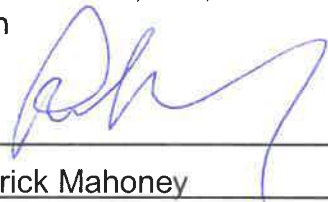
[Signatures Begin on Next Page].

IN WITNESS WHEREOF, the Parties have executed this Contract as of the Commencement Date stated on the cover page.

City of Vernon, a California charter City
and California municipal corporation

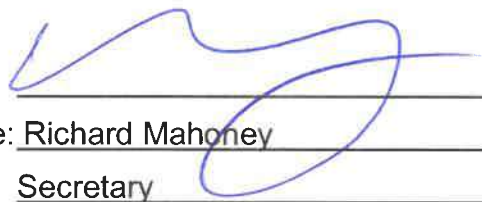
West Coast Arborist, Inc., a California
corporation

By: _____
Brian Saeki, City Administrator

By:  _____
Name: Patrick Mahoney
Title: President

ATTEST:

Yonnie Parker, Deputy City Clerk

By:  _____
Name: Richard Mahoney
Title: Secretary

APPROVED AS TO FORM:

Zaynah N. Moussa, City Attorney

EXHIBIT A
SPECIFICATIONS

URBAN FOREST MANAGEMENT

SPECIFICATIONS

1-1 GENERAL

1-1.01 Contractor Must Make Thorough Investigation

It is the Contractor's responsibility to examine the location of the proposed work, to fully acquaint itself with the Specifications and the nature of the work to be done. Contractor shall have no claim against the City based upon ignorance of the nature and requirements of the project, misapprehension of site conditions, or misunderstanding of the Specifications or contract provisions.

1-1.02 Ineligibility to Contract

If Contractor has been found by the State Labor Commissioner to be in violation of Sections 1777.1 and 1777.7 of the Labor Code Sections entitled "Public Works" Contractor shall be ineligible to be awarded a contract for this project. The period of debarment shall be not less than one year and up to three years as determined pursuant to Section 1777.7 of the Labor Code. The Contractor certifies that it is aware of these provisions and is eligible to bid on this contract.

The Contractor shall also be prohibited from performing work on this project with a subcontractor who is ineligible to perform work on a public works project pursuant to Section 1777.1 or 1777.7 of the Labor Code. The Contractor certifies that it has investigated the eligibility of each and every subcontractor it intends to use on this project and has determined that none is ineligible to perform work pursuant to the above provisions of law.

1-1.03 Patent Fees: Patent, Copyright, Trade Secret and Trademark Fees

The Contractor cost shall include in the price bid any patent fees, royalties and charges on any patented article or process to be furnished or used in the prosecution of the Work.

1-1.04 Taxes

Costs shall include all federal, state, local, and other taxes.

1-2 SPECIAL CITY REQUIREMENTS

1-2.01 Equal Employment Opportunity in Contracting

1-2.01.1 Policy

The City of Vernon is committed to a policy of Equal Opportunity Contracting. Contractor expressly agrees to comply with the City's ordinances and regulations regarding Equal Opportunity Employment as well as regulations that may be mandated by the source of the funds supporting this contract.

1-2.01.2 Compliance

To the extent permitted by law, the Contractor expressly agrees to establish compliance with the Equal Employment Opportunity Practices Provisions of federal and state law.

1-3 GENERAL SPECIFICATIONS

1-3.01 Quantities

The quantities contained in the contract documents are approximate only. The City may, in accordance with the Standard Specifications, order more or less work or material as necessary in the City's sole discretion. Payment will be made for the amount of work or material actually provided as determined by the City and accepted at the unit prices noted in Exhibit F.

1-3.02 Registration and Qualifications of Contractors

Contractor shall be licensed to the extent required by Business and Professions Code Section 7000 et seq.

1-3.03 Standard Specifications

For the purpose of this contract and except as otherwise provided below, all work shall be done in accordance with the provisions of the 2018 edition of "STANDARD SPECIFICATIONS FOR PUBLIC WORKS CONSTRUCTION" (commonly known as the "GREENBOOK"), including Supplements, prepared and promulgated by Public Works Standards, Inc., a mutual benefit corporation.

1-3.04 Subcontracts

Pursuant to California Labor Code §1021.5, the Contractor must not willingly and knowingly enter into any agreement with any person, as an independent contractor, to provide any services in connection with the Work where the services provided or to be provided requires that such person hold a valid contractor's license issued pursuant to California Business and Professions Code §§7000 et seq. and such person does not meet the burden of proof of his/her independent contractor status pursuant to California Labor Code §2750.5. In the event that the Contractor shall employ any person in violation of the foregoing, the Contractor shall be subject to the civil penalties under California Labor Code §1021.5 and any other penalty provided by law. In addition to the penalties provided under California Labor Code §1021.5, the Contractor's violation of this Paragraph or the provisions of California Labor Code §1021.5 shall be deemed an event of the Contractor's default. The Contractor must require any Subcontractor of any tier performing or providing any portion of the Work to adhere to and comply with the foregoing provisions.

Pursuant to the provisions of Labor Code Section 1777.1, the Labor Commissioner publishes and distributes a list of contractors ineligible to perform work as a subcontractor on a public works project. This list of debarred contractors is available from the Department of Industrial Relations website at: <http://www.dir.ca.gov/dlse/debar.html>. The Contractor must not employ, hire, use or subcontract with any of the listed debarred contractors.

1-3.07 Contract Bonds

Bonds of a surety shall not be required as part of this contract.

1-3.08 Termination of Contract

Section 6-5, entitled "Termination of Contract", of the Standard Specifications is modified to read: "The City may terminate this contract in whole or in part at any time, for any cause or without cause, upon fifteen (15) calendar days written notice to the Contractor". If the contract is thus terminated by the City for reasons other than the Contractor's failure to perform its obligations, the City shall pay the Contractor a prorated amount based on the services satisfactorily completed and accepted prior to the effective date of

termination. Such payment shall be the Contractor's exclusive remedy for termination without cause.

1-3.10 Partial Payment

Payment shall be due the Contractor within thirty (30) calendar days after receipt of an itemized statement for work performed during the progress payment period.

1-3.12 Worker's Compensation Certification

California Labor Code §1860 and §3700 provide that every Contractor will be required to secure the payment of compensation to its employees. In accordance with the provisions of California Labor Code §1861, the Contractor, hereby certifies as follows:

"I am aware of the provisions of California Labor Code §3700, which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the Work of this Contract."

EXHIBIT B
SPECIAL PROVISIONS

URBAN FOREST MANAGEMENT SERVICES

SPECIAL PROVISIONS

I. GENERAL

SCOPE OF WORK

West Coast Arborists (West Coast) shall furnish all labor, materials, equipment, and transportation to do all work required to complete the work in accordance with the said Scope of Services for the unit prices named on Exhibit "F", with specific work determined by the City Public Works Director:

Urban forestry services include complete responsibility for proper care of all trees including tree trimming, tree removal, tree planting, tree health care, emergency response, and supervision to perform maintenance services for City trees as described herein including, but not limited to, the following:

- a. Tree Pruning
- b. Tree Removal
- c. Stump Removal
- d. Root Pruning
- e. Tree Planting
- f. Tree Staking
- g. Removal of Hazardous Branches
- h. Removal of tree debris and/or tree trimmings
- i. Worksite Cleanup
- j. Repair of Damaged Sprinklers
- k. Repair or Replacement of Damaged Fences or Walls
- l. Soil Replacement
- m. Damaged Tree and /or Shrub Replacement
- n. Collection of Tree Inventory Data
- o. Distribution of No Parking Signs and Door hangers
- p. Contact with the Public
- q. Employee Uniforms with Company Logo or Designation
- r. Vehicles and Equipment with Company Logos or Designation.
- s. Traffic Control.
- t. Other Services Set Forth in this Agreement

West Coast shall prune the entire grid inventory of Indian Laurel trees and one-half of the remaining grid inventory on an annual basis. In addition, West Coast shall prune all City government facilities and City owned housing trees on an annual basis. City government facilities include City Hall, Public Works Building, Petrelli Building, Gas and Electric Building, and Fire Station No. 2. City owned housing are located on Fruitland Avenue, Furlong Place, and Vernon Avenue. The work at the City Housing locations shall include the pruning of trees in the front and back yards. The City reserves the right to make changes or modifications to the pruning cycles at *its* discretion.

Government Facilities

Vernon City Hall: 4305 Santa Fe Avenue
Public **Works** Building: 4305 Santa Fe Avenue
Gas and Electric Building: 4990 Seville Avenue
Petrelli Electric Building: 2323 East Vernon Avenue
Fire Station No. 2: 4301 Santa Fe Avenue

City-Owned Housing

Fruitland Avenue: 3345 through 3365
Vernon Avenue: 3550 through 3560
Furlong Place: 4321 through 4330

City-Owned Apartments

50th Street: 3376 through 3390

SPECIFICATIONS

All work shall conform to the latest edition of Pruning Standards of the Western Chapter ISA and these specifications. In all cases the Director of Public Works, or their designee, shall have complete and sole discretion in determining conformance and acceptability of the trees trimmed by West Coast. West Coast must hold a valid, in good standing California D-49 and C-27 Contractor's License through the duration of the contract term.

COORDINATION

West Coast shall coordinate the work with the City of Vernon's Public Work's Department per an approved schedule.

CONSTRUCTION SCHEDULE

West Coast shall provide the City with a proposed schedule two (2) weeks in advance of performing services. West Coast shall notify City representative when they arrive on site to perform services within the City. West Coast shall keep the Public Works Department informed of their progress at all times.

CONSTRUCTION HOURS

The proposed tree trimming shall be between the hours of 7:00 a.m. to 4:00 p.m. Monday thru Friday except on the City of Vernon's arterial streets. Arterial Street workhours shall be between 9:00 a.m. to 2:30 p.m. Monday thru Friday.

DELAYS AND EXTENSIONS OF TIME

The Provisions of Section 6-4 entitled "Delays and Extensions of Time" of the Standard Specifications shall apply except as modified and supplemented below.

The second paragraph of subsection 6-4.1 is hereby deleted and the following paragraph shall be inserted in its place:

No extension of time will be granted for a delay caused by the inability of the Contractor to obtain materials, equipment and labor, except as authorized by the Engineer. The length of the contact time stipulated includes any time which may be required to obtain materials, equipment, and labor. The Contractor shall be deemed to have ascertained the availability of materials, equipment and labor and considered same in its construction schedule.

CLASSIFICATIONS AND TASKS

The provisions of Section 4-1 entitled "Control of Materials" of the Standard Specifications shall apply. In addition, any work deemed unacceptable by the Public Works Director, whether a cause is determined or not shall be repaired or replaced by the Contractor at his expense.

LIQUIDATED DAMAGES

In accordance with Section 6-9 of the Standard Specifications, for each consecutive calendar day required to complete the work in excess of the time specified herein for its completion, as adjusted in accordance with Section 6-4 of the Standard Specifications, the Contractor shall pay to the City, or have withheld from monies due it, the sum of **\$500**. The parties agree that damages are difficult to estimate, and that this sum is a fair calculation of damages that does not constitute a penalty.

COMPLIANCE WITH LAWS, REGULATIONS, AND SAFE PRACTICES

The Contractor shall perform all work in a safe, competent manner and in accordance with all federal, state, and local statutes, regulations, ordinances, rules, and governmental orders.

The Contractor will be solely and completely responsible for the conditions of the job site, including safety of all persons and property during performance of the work. This requirement will apply continuously and not be limited to normal working hours.

Inspection of the Contractor's performance by the City, its agents, or employees is not intended to include review of the adequacy of the Contractor's safety measures in or near the jobsite.

CONSTRUCTION ORDER OF WORK

Work within certain commercial areas of the various districts shall be scheduled so as to lessen the impact upon businesses and dining establishments.

Requirements - General:

1. All construction shall conform to Sections 6-1 and 6-2 of the Standard Specifications and shall proceed in a smooth, efficient, timely and continuous manner. As such, once construction is started in a work area, the Contractor will be required to work continuously in that work area until construction has been completed and the work area is open and

accessible to both vehicular and pedestrian traffic in a manner approved by the Public Works Street Supervisor before the next stage of work will be allowed to begin.

2. Once construction is started in a work area, the Contractor shall not withdraw manpower or equipment from that work area in order to allow the start of construction in another work area if doing so, in the opinion of the Public Works Street Supervisor, delays the completion of the work presently under construction.
3. Unless otherwise stated, the Contractor shall maintain continuous access to all commercial developments and businesses within the project limits, including store and restaurant entrances, and drive approaches, unless the Contractor has obtained the approval of the Public Works Street Supervisor to close either such access or drive approach.
4. No stockpiling of material and construction equipment in or on public streets or sidewalks will be permitted on this project. Material and equipment placed in or on public streets or sidewalks and in the construction, areas shall be used the same day

CHARACTER OF WORKERS

If any subcontractor or person employed by the Contractor shall appear to the Public Works Street Supervisor to be incompetent, intemperate, troublesome, or acts in a disorderly or otherwise objectionable manner, he shall be immediately discharge from the project on the requisition of the Engineer, and such person shall not be reemployed on the work. If said individual has an ownership interest in the contracting entity, the Public Works Street Supervisor will serve written notice upon the Contractor, in accordance with Section 6-7, "Termination of Contract for Default", of the Standard Specifications, demanding complete and satisfactory compliance with the Contract.

PROTECTION OF THE PUBLIC

West Coast shall take such steps and precautions as his/her operations warrant to protect the public from danger, loss of life, loss of property or interruption of public services. Unforeseen conditions may arise which will require that immediate provisions be made to protect the public from danger or loss, or damage to life and property, due directly or indirectly to prosecution of work under this contract. Whenever, in the opinion for the Public Works Street Supervisor, a condition exists which West Coast has not taken sufficient precaution of public safety, protection of utilities and/or protection of adjacent structures or property, the Public Works Street Supervisor will order West Coast to provide a remedy for the condition. If West Coast fails to act on the situation within a reasonable time period as determined by the Street Supervisor, or in the event of an emergency situation, the Street Supervisor may provide suitable protection by causing such work to be done and material to be furnished as. in the opinion of the Street Supervisor, may seem reasonable and necessary. The cost and expense of all repairs (including labor and materials) as are deemed necessary, shall be borne by West Coast. All expenses incurred by the City for emergency repairs will be deducted from the final payment due to West Coast.

MOBILIZATION

The cost of all preparatory work and operations for the multiple movements of personnel, equipment, supplies, and incidentals to the various project sites will be included in the Contract, and no extra

compensation will be paid to West Coast.

QUALITY OF WORK

The provisions of Section 4-1.1 entitled "Control of Materials" of the Standard Specifications shall apply. In addition, any work deemed unacceptable by the Public Works Director, whether a cause is determined or not shall be repaired or replaced by the Contractor at his expense.

- a. West Coast will be held responsible for the preservation of all public and private property along and adjacent to the work being done, and will be required to exercise due precaution to avoid and prevent any damage or injury thereto as a consequence of their operation. All trees, shrubs, ground covers, fences, warning signals, street signs, walks, walls, structures, stairways, sprinklers or any other property, shall be adequately protected and should not be removed or disturbed without permission from the City. Any damages resulting from West Coast's neglect shall be repaired and/or replaced at their own expense.
- b. Such repairs and/or replacement shall be performed by West Coast at no cost to the City, and shall be accomplished as directed by the Director of Public Works or their representative. Repairs shall be made immediately after damage or alteration occurs. Deductions shall be made from West Coast's payment in the amount necessary to compensate the City for such repairs in the event such repair work is done by City forces or another source.
- c. Any physical damages incurred by West Coast to private or public property shall be corrected in a manner and within a time period dictated by the Public Works Department. Failure by West Coast to make such corrections may result in the City causing said corrections to be made and deducting the cost for the same from payments due the contractor for work performed. An additional 20% penalty charge shall be added as compensation to the City of overhead cost incurred in causing said corrections to be made.
- d. Damage to ground cover shall be repaired by replacement with the appropriate variety of plant material. Size and spacing shall be determined by the Director.
- e. Damage to shrubs may be corrected by appropriate pruning; however, if in the opinion of the Director the damage is severe, the shrub shall be removed and replaced with the same variety and size.
- f. Damage to trees shall be addressed in the following manner:
 1. Trees in the contract area may be checked before contract work begins, and random checks may be carried out during the contract period.
 2. The Contractor should inspect all trees for existing damages prior to conducting any work activity in the assigned project area. Observed tree damage shall be documented by memo to the assigned area inspector.
- g. Any damage to public or private property shall be reported to the City within one (1) hour.

- h. All work shall be inspected, verified, and completed to the satisfaction of the Director, or their authorized representative.
- i. Contractor shall maintain good public relations at all times. The work shall be conducted in a manner that will cause the least possible interference or annoyance to the public.

PROHIBITED PARKING IN WORK AREA

- a. The Contractor shall provide 72 hours' notice for parking restrictions that will be posted in the work area during construction. All traffic and parking signs are to be provided and posted by West Coast.
- b. The Contractor's vehicles and equipment shall not be parked or set in such a manner that they block pedestrian access or vehicular right-of-way except as required to comply with all safety standards of OSHA or CAL-OSHA.
- c. The City of Vernon will not allow West Coast to park or store any equipment or materials, used in the performance of this contract, in the City right-of-way or on City property unless approved by the Public Works Director or his representative. If necessary, West Coast shall submit the proposed staging areas to the City for review and approval before the construction.

MATERIAL SUBMITTALS

No additional material submittals will be necessary as part of this contract unless otherwise stated in these provisions.

PUBLIC CONVENIENCE

West Coast shall conduct operations to minimize the obstruction of access and inconvenience to the public and the City of Vernon's emergency personnel.

SANITARY FACILITIES

West Coast shall furnish and maintain sanitary (toilet) facilities by the worksites for the entire construction period.

EQUIPMENT

Prior to the contract, West Coast shall allow inspection, by City personnel, of the vehicles designated for the project. Those vehicles that pass inspection will have their 1.0. numbers recorded and will be the only vehicles allowed to work on the project. All equipment, tools and machines used in the performance of this work shall be maintained in satisfactory working order at all times.

AREAS TO BE MAINTAINED

Work sites will include City trees within the Public right-of-way. Worksites will also include City Government Buildings, City Apartments (SOlh Street) and City Housing. Trees to be serviced will be provided

on a **grid basis** and may consist of individual trees located throughout the City. It should be understood that *this* project may not be solely "section" or "block" type tree trimming.

TREE TRIMMING CLASSIFICATIONS AND TASKS

A. Trim:

1. Full Trim shall consist of: Removal of all dead, dying, diseased, crossing or rubbing, and weak limbs or branches within the canopy; Clearing limbs from all wires, lights, buildings, and/or traffic signal devices; Raising the canopy to a minimum of 14-feet above the curb; Restructuring the crown to provide thinning out of, reduction of, and/or restoration of; Removal of trunk sprouts, water sprouts and suckers; Balancing of the crown; Removal of "v" crotches and establishing scaffold branches of young trees while maintaining clearance for vehicle and pedestrian traffic in public rights-of-way.
2. A Clearance Trim shall consist of: Removing branches to provide a 14-foot clearance from the top of the curb, clearing limbs or branches away from wires, lights, buildings, and/or traffic signal devices; removal of trunk sprouts, water sprouts and suckers; clearing limbs or branches to provide for pedestrian travel.
3. A Palm Trim shall consist of: Removing all dead or drooping fronds and fruiting clusters as close to the trunk as possible without cutting into outer trunk line, leaving approximately five to seven healthy fronds evenly spaced no more than 45 degrees above horizontal.

B. Removals:

1. Trees identified for removal are to be cut back and lowered to the ground in sections. Sections shall be no larger than can be safely controlled. Extreme care must be taken to prevent unsafe working or other hazardous conditions to individuals, landscape, structures, obstacles, or private property.
2. Trees shall not be stump cut and felled. Tree stumps to be removed shall be completely ground a minimum of eighteen inches (18") below soil surface unless utilities prevent an 18" depth. All surface roots within a depth of eight inches (8") in a twelve-foot (12') zone around the tree shall be removed by grinding. Grinding of stump shall be completed within 48 hours of tree removal.
3. All excavation as a result of this process shall be back filled exactly level with surrounding soil, compacted and fine graded. Excess debris, trimmings, branches, and wood shall be removed from the worksite and shall follow as closely as possible to the removal operation. All debris shall be properly removed off site and at the contractor's expense. However, twigs, branches, leaves, and large wood shall be removed from the site prior to the crew vacating the worksite.

C. Root Pruning:

1. Root pruning consists of cutting the roots vertically along a straight, linear plane, usually along the curb and sidewalk to an 18" depth. Root pruning is done to prevent further damage to infrastructure and/or private property caused by surface roots of City trees. Root pruning is also done to accommodate repairs of sidewalk, curbs, asphalt, and other infrastructure.

2. Root pruning shall be done with a power stump grinder or power root cutter, unless the Director of Public Works gives prior approval. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, or private property.

D. Stump Grinding:

1. Stumping consists of grinding tree stumps to a minimum of eighteen inches (18") below soil surface unless utilities prevent a 18" depth. All surface roots within a depth of a 12 ft. zone around the tree shall be removed by grinding. Extreme care should be taken to prevent damage to landscape, irrigation, structures, obstacles, individuals, utilities, or private property. West Coast shall notify Dig Alert two working days prior to stump grinding at 1-800-227-2600.

E. Tree Planting:

1. The City shall prepare a work order of tree planting locations throughout the City.
2. West Coast shall follow the ANSI Planting Standards and ISA Best Management Practices for Tree Planting.
3. West Coast shall provide a ninety (90) day warranty for all tree plantings. West Coast is responsible for tree watering and maintenance during the warranty period. Any trees that die or do not establish during the warranty period shall be replaced at West Coasts sole expense. The warranty period will start over for any trees that require replacement.

INFORMATION TECHNOLOGY AND SYSTEMS REQUIREMENTS

1. West Coast is required to provide and operate an electronic tree inventory and work order system that is geographical information system (GIS) based so the City can view the tree inventory on a map, submit work orders, update tree history, generate reports about work history within the City, and view the maintenance records for each City tree.
2. West Coast is responsible for providing the City representative and their Staff with login and password information for the system.
3. West Coast is required to maintain the system through the entire contract term and issue any system updates needed.
4. West Coast currently has the City of Vernon's existing City tree inventory. West Coast will provide the City with an Excel and Shape file format so it can be uploaded into our system. The existing City's tree inventory contains the following information: Inventory Identification, District, Address, Tree Location (example: park, median, side, front), Tree Number, Tree Species (both common and botanical name), diameter at breast height (DBH) expressed in a range, height expressed in a range, tree condition, parkway width, location information, and past work history.
5. Maintaining and Updating City Tree Inventory:
 - a. During any services performed by West Coast, the tree inventory shall be updated including

maintenance performed, updated condition, updated DBH, and updated height.

- b. If the City requests additional trees to be planted in the City, then West Coast shall create new planting sites at the City requested location.
- c. The City tree inventory including any updates or revisions shall belong to the City. West Coast shall supply the City with an updated Excel file of the tree inventory at the end of the contract term.
- d. The City will own all final documents and data developed during the services.

EMERGENCY CALLS FOR TREE SERVICES

The Contractor is required to respond on an on-call basis for emergency work such as downed trees and branches. Emergency work may occur twenty-four (24) hours a day, seven (7) days a week including weekdays, weekends, and holidays.

- 1. West Coast shall have the capability to receive and to respond immediately to a call of an emergency nature during normal working hours and during hours outside of normal working hours. Calls of an emergency nature received by the City shall be referred to the Contractor for immediate disposition.
- 2. West Coast shall have the duty to respond to emergency calls within two (2) hours from time of notification.
- 3. West Coast must designate a person within their company who will respond to emergency calls twenty-four (24) hours a day.
- 4. West Coast shall submit telephone number(s) to the City that can be used to obtain emergency service on a twenty-four (24) hour basis. West Coast's name and telephone number will also be listed with the Police Department.
- 5. Upon arriving at any emergency, it shall be the responsibility of West Coast to eliminate all unsafe conditions that would adversely affect the health, safety or welfare of the public.
- 6. Failure to respond within two (2) hours of attempt to contact may result in a **\$200** penalty per incident. Failure to respond to an emergency at any level will subject West Coast to any primary or secondary cost arising from said emergencies.

EMERGENCY WORK CHARGES

Emergency work charges shall include all personnel, equipment and materials used in completing work in an emergency situation. This includes night work and work on weekends and holidays. Contractor shall respond to emergency calls within two (2) hours from time of notification.

HOURLY CHARGES

Regular hourly work charges shall include trimming and cleanup of broken limbs, thinning, re-staking and/or removal of young trees, and other services generally as a result of stone damage. This work shall occur during normal working hours.

EXHIBIT C

PROFESSIONAL SERVICES AGREEMENT
(CITY OF BEAUMONT / WEST COAST ARBORIST)

AGREEMENT FOR MAINTENANCE SERVICES

THIS AGREEMENT FOR MAINTENANCE SERVICES is made and effective May 07, 2024, by and between the CITY OF BEAUMONT (“CITY”) whose address is 550 E. 6th Street, Beaumont, California 92223 and WEST COAST ARBORISTS, INC. whose address is 2200 E Via Burton, Anaheim, CA 92806 (“CONTRACTOR”).

RECITALS

A. CONTRACTOR submitted a proposal (“Proposal”) in response to a request from the CITY to provide certain services, which Proposals are attached hereto as **Exhibit “A”** and made a part hereof by this reference; and

B. CITY desires to engage CONTRACTOR to provide the services provided for in the Proposals; and

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants contained herein, CITY and CONTRACTOR agree as follows:

1. Term of Agreement: This Agreement is effective as of the date first above written and shall continue for a term of three years covering the services (“Services”) provided in the Proposal. The term of this agreement may be extended by the City Council for up to two additional terms of one year at the sole and absolute discretion of the City Council as evidenced by a written amendment to this agreement. Notwithstanding the foregoing, City may terminate this Agreement at any time upon written notice to Contractor, provided it pays Contractor for all services provided prior to termination.

1.1 Written Approvals for Work. Prior to rendering any Services under this Agreement, Contractor must receive the written and signed approval from the Community Services Director identifying with particularity the scope of services including but not limited to the number of trees to be trimmed and the estimated cost of such Services which shall not extend for a period for longer than thirty days. For the sake of clarity, Contractor shall not provide any Services and shall not be entitled to compensation hereunder for any Services that are not specifically identified in a written approval duly executed by the Community Services Director as provided in this section.

2. Associates and Subcontractors. CONTRACTOR may, at CONTRACTOR’s sole cost and expense, employ such competent and qualified independent associates, subcontractors and consultants as CONTRACTOR deems necessary to perform the Services; provided, however, that CONTRACTOR shall not subcontract any of the Services without the written consent of CITY.

3. Compensation.

3.01 CONTRACTOR shall be paid at the rates set forth in the Proposal and shall not increase any rate without prior written consent of the CITY.

Compensation for services under this agreement shall be as provided in the proposal and Section 1.1, not to exceed the sum budgeted by CITY for such services. Notwithstanding anything in this Agreement to the contrary, total fees and charges paid by CITY to CONTRACTOR for the completion of the Services under this Agreement shall not exceed the maximum total of One Million Seven Hundred Twenty Thousand (\$1,720,000).

3.02 CITY shall have the right to review and audit all invoices prior to or after payment to CONTRACTOR. This review and audit may include, but not be limited to CITY'S:

- a. Determination that any fees charged is consistent with this Agreement's approved rate schedule:
- b. Determination that the multiplication of the quantities billed times the approved rate schedule dollars is correct:
- c. Determination that each item charged is the usual, customary, and reasonable charge for the particular item. If CITY determines an item charged is greater than usual, customary, or reasonable, or is duplicative, ambiguous, excessive, or inappropriate. CITY shall either return the bill to CONTRACTOR with a request for explanation or adjust the payment accordingly, and give notice to CONTRACTOR of the adjustment.

3.03 All Agreement prices shall be adjusted as follow:

All agreement prices shall be adjusted annually beginning on July 01, 2025, based on the Non-seasonally Adjusted Consumer Price index established by the United States Department of Commerce, Bureau of Labor Statistics, for _____
With the CPI immediately preceding the Commencement Date being the base index. Said adjustment shall apply to all fees contained herin, and shall be based on the following formula:

New Price=(Price Adjustment) x First Year Agreement Price

Current CPI-Base CPI
Price Adjustment=1 + (-----)
Base CPI

CPI=_____
Base CPI=_____

Once the CPI is available, the price adjustment shall take effect retroactively, where applicable as of the dates specified above for price adjustments. No new price shall ever be lower than any existing current Agreement price in effect immediately before the annual adjustment.

4. Obligations of CONTRACTOR.

4.01 In the event that the terms of the Proposal shall conflict with the terms of this Agreement, or contain additional terms other than the Services to be rendered and the price for the Services, the terms of this Agreement shall govern and said additional or conflicting terms shall be of no force or effect.

4.02 CONTRACTOR is responsible for paying, when due, all income and other

taxes, fees and withholding, including withholding state and federal taxes, social security, unemployment and worker's compensation, incurred as a result of the compensation paid under this Agreement. CONTRACTOR agrees to indemnify, defend and hold harmless CITY for any claims, costs, losses, fees, penalties, interest, or damages suffered by CITY resulting from CONTRACTOR's failure to comply with this provision.

4.03 CONTRACTOR shall be solely responsible for obtaining Employment Eligibility Verification information from CONTRACTOR's employees, in compliance with the Immigration Reform and Control Act of 1986, Pub. L. 99-603 (8 U.S.C. 1324a), and shall ensure that CONTRACTOR's employees are eligible to work in the United States.

4.04 Drug-free Workplace Certification. By signing this Agreement, the CONTRACTOR hereby certifies under penalty of perjury under the laws of the State of California that the CONTRACTOR will comply with the requirements of the Drug-Free Workplace Act of 1990 (Government Code, Section 8350 et seq.) and will provide a drug-free workplace.

4.05 CONTRACTOR shall comply with all applicable local, state and federal laws, rules, regulations, entitlements and/or permits applicable to, or governing the Services authorized hereunder.

4.06 Contractor shall comply with all applicable laws and regulations relating to prevailing wages. Wage rates for this Project shall be in accordance with the "General Wage Determination Made by the Director of Industrial Relations Pursuant To California Labor Code, Part 7, Chapter 1, Article 2, Sections 1770, 1773 and 1773.1", for Riverside County.

5. Insurance. CONTRACTOR hereby agrees to be solely responsible for the health and safety of its employees and agents in performing the Services under this Agreement and shall comply with all laws applicable to worker safety including but not limited to Cal-OSHA. Attached hereto as **Exhibit "B"** are copies of Certificates of Insurance and endorsements as required by Section 6.02. Therefore, throughout the duration of this Agreement, CONTRACTOR hereby covenants and agrees to maintain insurance in conformance with the requirements set forth below. If existing coverage does not meet the requirements set forth herein, CONTRACTOR agrees to

amend, supplement or endorse the existing coverage to do so. CONTRACTOR shall provide the following types and amounts of insurance:

5.01 Commercial general liability insurance in an amount of not less than \$1,000,000 per occurrence and \$2,000,000 in the aggregate; CONTRACTOR agrees to have its insurer endorse the general liability coverage required herein to include as additional insured's CITY, its officials, employees and agents. CONTRACTOR also agrees to require all contractors and subcontractors to provide the same coverage required under this Section 6.

5.02 Business Auto Coverage in an amount no less than \$1 million per accident. If CONTRACTOR or CONTRACTOR's employees will use personal autos in performance of the Services hereunder, CONTRACTOR shall provide evidence of personal auto liability coverage for each such person.

5.03 Workers' Compensation coverage for any of CONTRACTOR's employees that will be providing any Services hereunder. CONTRACTOR will have a state-approved policy form providing statutory benefits as required by California law. The provisions of any workers' compensation will not limit the obligations of CONTRACTOR under this Agreement. CONTRACTOR expressly agrees not to use any statutory immunity defenses under such laws with respect to CITY, its employees, officials and agents.

6. General Conditions Pertaining to Insurance Coverage

6.01 No liability insurance coverage provided shall prohibit CONTRACTOR from waiving the right of subrogation prior to a loss. CONTRACTOR waives all rights of subrogation against CITY regardless of the applicability of insurance proceeds and shall require all contractors and subcontractors to do likewise.

6.02. Prior to beginning the Services under this Agreement, CONTRACTOR shall furnish CITY with certificates of insurance, endorsements, and upon request, complete copies of all policies, including complete copies of all endorsements. All copies of policies and endorsements shall show the signature of a person authorized by that insurer to bind coverage on its behalf.

6.03. All required policies shall be issued by a highly rated insurer with a minimum A.M. Best rating of "A:VII"). The insurer(s) shall be admitted and licensed to do business in California. The certificates of insurance hereunder shall state that coverage shall not be suspended, voided, canceled by either party, or reduced in coverage or in limits, except after thirty (30) days' prior written notice has been given to CITY.

6.04 Self-insurance does not comply with these insurance specifications. CONTRACTOR acknowledges and agrees that that all insurance coverage required to be provided by CONTRACTOR or any subcontractor, shall apply first and on a primary, non-contributing basis in relation to any other insurance, indemnity or self-insurance available to CITY.

7. Indemnification.

7.01 CONTRACTOR and CITY agree that CITY, its employees, agents and officials should, to the extent permitted by law, be fully protected from any loss, injury, damage, claim, lawsuit, cost, expense, attorneys' fees, litigation costs, defense costs, court costs or any other costs arising out of or in any way related to the performance of this Agreement by CONTRACTOR or any subcontractor or agent of either. Accordingly, the provisions of this indemnity are intended by the parties to be interpreted and construed to provide the fullest protection possible under the law to CITY. CONTRACTOR acknowledges that CITY would not enter into this Agreement in the absence of the commitment of CONTRACTOR to indemnify and protect CITY as set forth herein.

a. To the fullest extent permitted by law, CONTRACTOR shall defend, indemnify and hold harmless CITY, its employees, agents and officials, from any liability, claims, suits, actions, arbitration proceedings, administrative proceedings, regulatory proceedings, losses, expenses, damages or costs of any kind, whether actual, alleged or threatened, actual attorneys' fees incurred by CITY, court costs, interest, defense costs, including expert witness fees and any other costs or expenses of any kind whatsoever without restriction or limitation incurred in relation to, as a consequence of or arising out of or in any way attributable actually, allegedly or impliedly, in whole or in part to the performance of this Agreement. CONTRACTOR's obligation to defend, indemnify and hold harmless shall include any and all claims, suits and proceedings in which CONTRACTOR (and/or CONTRACTOR's agents and/or employees) is alleged to be an employee of CITY. All obligations under this provision are to be paid by CONTRACTOR as they are incurred by CITY.

b. Without affecting the rights of CITY under any provision of this Agreement or this Section, CONTRACTOR shall not be required to indemnify and hold harmless CITY as set forth above for liability attributable solely to the fault of CITY, provided such fault is determined by agreement between the parties or the findings of a court of competent jurisdiction.

8. Status of CONTRACTOR.

8.01 CONTRACTOR shall perform the Services in CONTRACTOR's own way as an independent contractor, and in pursuit of CONTRACTOR's independent calling, and not as an employee of CITY. However, CONTRACTOR shall regularly confer with CITY's City Manager as provided for in this Agreement.

8.02 CONTRACTOR agrees that it is not entitled to the rights and benefits afforded to CITY's employees, including disability or unemployment insurance, workers' compensation, retirement, CalPERS, medical insurance, sick leave, or any other employment benefit. CONTRACTOR is responsible for providing, at its own expense, disability, unemployment, workers' compensation and other insurance, training, permits, and licenses for itself and its employees and subcontractors.

8.03 CONTRACTOR hereby specifically represents and warrants to CITY that it possesses the qualifications and skills necessary to perform the Services under this Agreement in a competent, professional manner, without the advice or direction of CITY and that the Services to be rendered pursuant to this Agreement shall be performed in accordance with the standards customarily applicable to an experienced and competent professional rendering the same or similar services in the same geographic area where the CITY is located. Further, CONTRACTOR represents and warrants that the individual signing this Agreement on behalf of CONTRACTOR has the full authority to bind CONTRACTOR to this Agreement.

9. Miscellaneous Provisions.

9.01 This Agreement, which includes all attached exhibits, supersedes any and all previous agreements, either oral or written, between the parties hereto with respect to the rendering of Services by CONTRACTOR for CITY and contains all of the covenants and agreements between the parties with respect to the rendering of such Services in any manner whatsoever. Any modification of this Agreement will be effective only if it is in writing signed by both parties. The Recitals to this Agreement are hereby incorporated herein by this reference.

9.02 CONTRACTOR shall not assign or otherwise transfer any rights or interest in this Agreement without the prior written consent of CITY. Unless specifically stated to the contrary in any written consent to an assignment, no assignment will release or discharge the assignor from any duty or responsibility under this Agreement.

9.03 If any legal action or proceeding, including an action for declaratory relief, is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to reasonable attorneys' fees and costs, in addition to any other relief to which that party may be entitled.

9.04 This Agreement is made, entered into and shall be performed in the County of Riverside in the State of California and shall in all respects be interpreted, enforced and governed under the laws of the State of California.

9.05 CONTRACTOR covenants that neither it nor any officer or principal of its firm has any interest, nor shall they acquire any interest, either directly or indirectly, which will conflict in any manner or degree with the performance of their Services hereunder. CONTRACTOR further covenants that in the performance of this Agreement, no person having such interest shall be employed by it as an officer, employee, agent, or subcontractor.

9.06 Improper Consideration. CONTRACTOR shall not offer (either directly or through an intermediary) any improper consideration such as, but not limited to, cash, discounts, services, the provision of travel or entertainment, or any items of value to any officer, employee or agent of the CITY in an attempt to secure favorable treatment regarding this Agreement or any contract awarded by CITY. The CITY, by notice, may immediately terminate this Agreement if it determines that any improper consideration as described in the preceding sentence was offered to any officer, employee or agent of the CITY with respect to the proposal and award process of this Agreement or any CITY contract. This prohibition shall apply to any amendment, extension or

evaluation process once this Agreement or any CITY contract has been awarded. CONTRACTOR shall immediately report any attempt by any CITY officer, employee or agent to solicit (either directly or through an intermediary) improper consideration from CONTRACTOR.

[signatures on following page]

IN WITNESS WHEREOF, the parties hereby have made and executed this Agreement to be effective as of the day and year first above-written.

CITY:

CITY OF BEAUMONT

By: David Fenn
David Fenn, Mayor

Date: 6-18-24

CONTRACTOR:

WEST COAST ARBORISTS, INC.

By: Patrick Mahoney
Print Name: Patrick Mahoney
Title: Owner/President

Date: 06/13/24

ATTEST:

By: Nicole Wheelright
Nicole Wheelright, Deputy City Clerk

APPROVED AS TO FORM:

By: John O. Pinkney
John O. Pinkney, City Attorney

EXHIBIT “A”

PROPOSAL



Cost Proposal

Tree Trimming and Tree Maintenance Services

The Cost Proposal Form shall be submitted with the proposal in a separate and sealed envelope. Contractor shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

ROUTINE ANNUAL TREE TRIMMING SERVICES

Routine Annual Tree Trimming \$ 89.00 per tree

Palm Tree Trimming – Any size \$ 89.00 per tree

SERVICE REQUESTS

Tree Pruning

0" to 6" \$ 89.00 per tree

7" to 12" \$ 115.00 per tree

13" to 18" \$ 170.00 per tree

19" to 24" \$ 235.00 per tree

25" to 30" \$ 300.00 per tree

31" and Over \$ 400.00 per tree

Crown Raising/Clearance Pruning

0" to 6" \$ 45.00 per tree

7" to 12" \$ 45.00 per tree

13" to 18" \$ 60.00 per tree

19" to 24" \$ 60.00 per tree

25" to 30" \$ 75.00 per tree

31" and Over \$ 75.00 per tree

Tree Removal and Stump Grinding

Tree Removal

0" to 6" \$ 39.00 per inch DBH

7" to 12" \$ 49.00 per inch DBH

13" to 18" \$ 49.00 per inch DBH

19" to 24" \$ 59.00 per inch DBH

25" to 30" \$ 59.00 per inch DBH

City of Beaumont Request for Proposal



Tree Trimming and Maintenance Services

<i>31" and Over</i>	\$ <u>59.00</u> per inch DBH
<i>Stump Grinding</i>	\$ <u>19.00</u> per inch DBH at grade
<u>Root Pruning</u>	\$ <u>29.00</u> per LF
<u>Root Barrier Installation</u>	\$ <u>29.00</u> per LF
<u>Tree Planting</u> <i>(includes tree, materials, stakes, and planting costs)</i>	
<i>15 gallons</i>	\$ <u>225.00</u> per tree
<i>24" box</i>	\$ <u>425.00</u> per tree
<i>36" box</i>	\$ <u>1,150.00</u> per tree
<i>48" box</i>	\$ <u>2,450.00</u> per tree
<i>60" box</i>	\$ <u>6,100.00</u> per tree
<u>Tree Watering</u> <i>(young trees, water truck/operator per hour)</i>	\$ <u>105.00</u> per hour
<u>General Labor Rates</u>	
<i>1 Ground-person</i>	\$ <u>105.00</u> per hour
<i>1 Equipment Operator</i>	\$ <u>105.00</u> per hour
<i>1 Trimmer</i>	\$ <u>105.00</u> per hour
<u>Day Rate Service Crew</u> <i>(Boom truck to include a chip body, Low decibel chipper, 1 trimmer, 2 ground persons)</i>	\$ <u>2,520.00</u> per 8-hour day
<u>Specialty Equipment Day Rate</u>	\$ <u>1,680.00</u> per 8-hour day
<u>Emergency Services</u> <i>(Fully equipped 3-person crew called in for emergency service)</i>	
<i>During normal business hours</i>	\$ <u>360.00</u> per hour
<i>After hours, weekends, holidays</i>	\$ <u>450.00</u> per hour
<u>General Arborist Services</u>	\$ <u>180.00</u> per hour
<u>Plant Health Care Services</u>	\$ <u>180.00</u> per hour

SUBMISSION CERTIFICATION

I hereby submit to the City of Beaumont the following bid proposal for work outlined in the Request for Proposal entitled **"TREE TRIMMING & TREE MAINTENANCE SERVICES."**

By my initials below, I certify that the following documents are completed, fully executed, and included in my proposal as required in the RFP document.

mm
mm
mm
mm
mm
mm

Proposer Identification/Signature Authorization
References
List of Subcontractors
Non-Collusion Affidavit
Dept. of Industrial Relations (DIR) SB 854 Certification
Questionnaire

Contractor shall complete the Cost Proposal Form and it shall be submitted with the proposal in a **separate sealed envelope**. Contract shall include a schedule of current hourly rates for all applicable personnel and State of California Craft and Prevailing Wage Determination.

mm

Cost Proposal Form (under separate sealed envelope)

My signature on this Submittal Certification is affirmation that all items listed above are fully completed and executed and are hereby submitted with the proposal as required. I understand that failure to complete and/or submit any of the required documents may be cause for rejection of my proposal.

Business Name West Coast Arborists, Inc.

Authorized Signature *mm*

Print Name Patrick Mahoney Title President

Date 04/03/24 Contact Phone Number 714-991-1900



PROPOSER IDENTIFICATION

1. Legal Name of Proposer: West Coast Arborists, Inc.
2. Street Address: 43712 Jackson Street
City/State/Zip: Indio, CA 92201
3. Mailing Address (if different): 2200 E. Via Burton
City/State/Zip: Anaheim, CA 92806
4. Business Phone: 714-991-1900 Email: vgonzalez@wcainc.com
5. Contractor's State License No. 366764 Classification(s): C27, C61/D49, C49
6. Dept. of Industrial Relations (DIR) Registration No. 1000000956
7. Proposer's Project Manager: Isaac Garza, Area Manager

SIGNATURE AUTHORIZATION

I hereby certify that I have the authority to offer this proposal/bid to the City of Beaumont for the above listed individual or company. I certify that I have the authority to bind myself/this company in a contract should I be successful in my proposal/bid.



Signature of Authority

Patrick Mahoney

Print Name

04/03/24

Date

President

Title/Position

REFERENCES

Contractor should have at least three (3) similar and separate California municipal tree maintenance contracts which have been successfully completed within the last five (5) years. Each project shall be of comparable size and scope to this project (descriptions of these projects and contact persons must be provided with bid submission).

1. Name of Agency: City of Indio
Mailing Address: 100 Civic Center Mall, Indio, CA 92201
Contact Person: Jose Vasquez Contact Phone: 760-218-0947
Email Address: jvasquez@indio.org
Term of Contract: 2006 - Current Contract Amount: \$ 645,000
2. Name of Agency: City of Coachella
Mailing Address: 53462 Enterprise Way, Coachella, CA 92236
Contact Person: Maritza Martinez Contact Phone: 760-501-8111
Email Address: mmartinez@coachella.org
Term of Contract: 2012 - Current Contract Amount: \$ 600,000
3. Name of Agency: City of Palm Desert
Mailing Address: 73-510 Fred Waring Dr., Palm Desert, CA 92260
Contact Person: Randy Chavez Contact Phone: 760-346-0611
Email Address: rchavez@cityofpalmdesert.org
Term of Contract: 2011 - Current Contract Amount: \$ 1,300,000
4. Name of Agency: City of Palm Springs
Mailing Address: 425 N. Civic Center Dr., Palm Springs, CA 92262
Contact Person: Kenneth Kershaw Contact Phone: 760-323-8283
Email Address: kenneth.kershaw@palmspringsca.gov
Term of Contract: 2018 - Current Contract Amount: \$ 800,000

LIST OF SUBCONTRACTORS

The proposer is required to furnish the following information in accordance with the provisions of Section 4100 to 4113, inclusive, of the Public Contract Code of the State of California.

Legal Name of Subcontractor: No Subcontractors to be used.
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____ DIR Registration No. _____ Percent of Contract: _____ %
Specific Description of Subcontract: _____

Legal Name of Subcontractor: _____
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____ DIR Registration No. _____ Percent of Contract: _____ %
Specific Description of Subcontract: _____

Legal Name of Subcontractor: _____
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____ DIR Registration No. _____ Percent of Contract: _____ %
Specific Description of Subcontract: _____

Legal Name of Subcontractor: _____
Mailing Address: _____
Contact Person: _____ Contact Phone: _____
Email Address: _____
License No. _____ DIR Registration No. _____ Percent of Contract: _____ %
Specific Description of Subcontract: _____

If Subcontractors will not be used for this contract, please initial here: _____

Handwritten initials "JM" in blue ink, written over a horizontal line.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)
On April 2, 2024 before me, Amelia Menzel, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Patrick Mahoney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: _____

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney

☒ Corporate Officer — Title(s): President

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____



DEPT OF INDUSTRIAL RELATIONS NOTICE
(SENATE BILL 854)

Senate Bill 854 was signed into law on June 20, 2014 and established a new public works contractor registration program which collects fees to fund compliance monitoring and enforcement, determines prevailing wage and public works coverage, and hears enforcement appeals.

All contractors and subcontractors intending to bid or perform work on public works projects are required to register, and annually renew, online for the program. This is a Department of Industrial Relations (DIR) fee paid directly to the State of California. As of March 2024, the annual registration fee for public works contractors is \$400.00.

Contractors on small projects are exempt from public works registration and electronic certified payroll reporting requirements.

Small Project Exemption:

Contractors who work exclusively on small public work projects are not required to register as a public works contractor or file electronic certified payroll reports for those projects. However, contractors are still required to maintain certified payroll records on a continuous basis and provide them to the Labor Commissioner's Office upon request.

The small project exemption applies to public works projects that do not exceed:

- \$25,000 new construction, alteration, installation, demolition or repair
- \$15,000 for maintenance

The City is required to fill out a form alerting the DIR of the services you are providing to within five (5) days after Notice of Award. Detailed information is needed to complete this form; therefore, you will be required to provide certain information needed to complete the DIR form.

Proposer's DIR No. 1000000956 Federal ID No. 95-3250682

Proposer is not registered with the DIR, but agrees to immediately register if awarded the contract _____ (initials)



QUESTIONNAIRE

In accordance with Government Code Section 14310.5, the Proposer shall complete, under penalty of perjury, the following:

NOTE: This questionnaire constitutes a part of the Proposal and signature on the signature authority portion of this Proposal shall constitute signature of this questionnaire.

1. Has the Proposer, any officer of the Proposer, or any employee of the Proposer who has a proprietary interest in the Proposer, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a Federal, State, or local government project because of a violation of law or a safety regulation?

Yes _____ No X

If answered "Yes," please explain in detail the circumstances surrounding the event:

N/A

EXHIBIT D

EQUAL EMPLOYMENT OPPORTUNITY

PRACTICES PROVISIONS

- A. Contractor certifies and represents that, during the performance of this Contract, the contractor and each subcontractor shall adhere to equal opportunity employment practices to assure that applicants and employees are treated equally and are not discriminated against because of their race, religious creed, color, national origin, ancestry, handicap, sex, or age. Contractor further certifies that it will not maintain any segregated facilities.
- B. Contractor agrees that it shall, in all solicitations or advertisements for applicants for employment placed by or on behalf of Contractor, state that it is an "Equal Opportunity Employer" or that all qualified applicants will receive consideration for employment without regard to their race, religious creed, color, national origin, ancestry, handicap, sex or age.
- C. Contractor agrees that it shall, if requested to do so by the City, certify that it has not, in the performance of this Contract, discriminated against applicants or employees because of their membership in a protected class.
- D. Contractor agrees to provide the City with access to, and, if requested to do so by City, through its awarding authority, provide copies of all of its records pertaining or relating to its employment practices, except to the extent such records or portions of such records are confidential or privileged under state or federal law.
- E. Nothing contained in this Contract shall be construed in any manner as to require or permit any act which is prohibited by law.

EXHIBIT E

TREE INVENTORY MAP & TRIMMING SCHEDULE

**CITY OF VERNON
EXHIBIT "E" - TREE
INVENTORY MAP &
TRIMMING SCHEDULE**

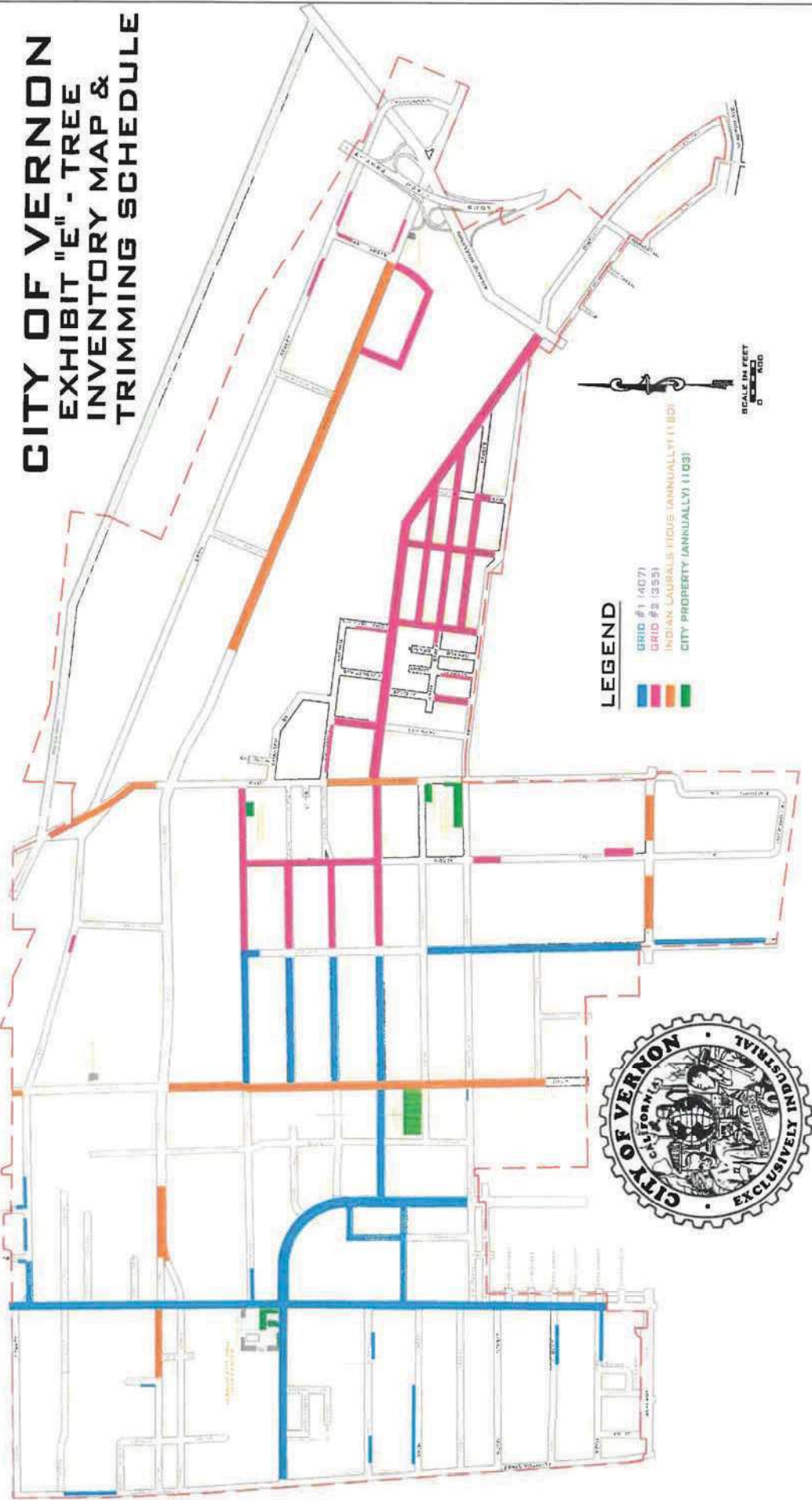


EXHIBIT F
SCHEDULE OF COSTS

City of Vernon

Urban Forest Management Services Provided by West Coast Arborist, Inc.

Summary of Estimated Charges 2025-2028 February 24, 2025

YEAR NO. 1 (2025)

Item#	Description	Est. Qty.	Unit	Unit Rate	Ext Total
1	Trim Indian Laurel Fig - Lg Size	78	Each	\$ 300.00	\$ 23,400.00
2	Trim Indian Laurel Fig - X-Lg Size	77	Each	\$ 400.00	\$ 30,800.00
3	Grid No. 1 Inventory	355	Each	\$ 89.00	\$ 31,595.00
4	City Government Bldg	62	Each	\$ 235.00	\$ 14,570.00
5	City Housing	33	Each	\$ 235.00	\$ 7,755.00
6	City Apartments	7	Each	\$ 235.00	\$ 1,645.00
					\$ 109,765.00

YEAR NO. 2 (2026)

Item#	Description	Est. Qty.	Unit	Unit Rate	Ext Total
1	Trim Indian Laurel Fig - Lg Size	78	Each	\$ 300.00	\$ 23,400.00
2	Trim Indian Laurel Fig - X-Lg Size	77	Each	\$ 400.00	\$ 30,800.00
3	Grid No. 2 Inventory	407	Each	\$ 89.00	\$ 36,223.00
4	City Government Bldg	62	Each	\$ 235.00	\$ 14,570.00
5	City Housing	33	Each	\$ 235.00	\$ 7,755.00
6	City Apartments	7	Each	\$ 235.00	\$ 1,645.00
					\$ 114,393.00

YEAR NO. 3 (2027)

Item#	Description	Est. Qty.	Unit	Unit Rate	Ext Total
1	Trim Indian Laurel Fig - Lg Size	78	Each	\$ 300.00	\$ 23,400.00
2	Trim Indian Laurel Fig - X-Lg Size	77	Each	\$ 400.00	\$ 30,800.00
3	Grid No. 1 Inventory	355	Each	\$ 89.00	\$ 31,595.00
4	City Government Bldg	62	Each	\$ 235.00	\$ 14,570.00
5	City Housing	33	Each	\$ 235.00	\$ 7,755.00
6	City Apartments	7	Each	\$ 235.00	\$ 1,645.00
					\$ 109,765.00

	Additional Services (As-Needed)	Est. Qty.	Unit	Unit Rate
7	Tree & Stump Removal	1	Dia Inch	\$ 59.00
8	Stump Grinding	1	Dia Inch	\$ 19.00
9	Root Pruning	1	Linear Foot	\$ 29.00

10	Tree Planting - 15 gal	1	Each	\$ 225.00
11	Tree Planting - 24" Box	1	Each	\$ 425.00
12	Tree Watering Services	1	Man Hour	\$ 105.00
13	Arborist Services	1	Man Hour	\$ 105.00
14	Crew Rental - Sith Standard Equip	1	Man Hour	\$ 105.00
15	Emergency Response	1	Man Hour	\$ 120.00

*Additional Services are as needed