

**CITY OF PALM DESERT  
MAINTENANCE SERVICES AGREEMENT**

**1. Parties and Date.** This Agreement No. C47750 is made and entered into this 13<sup>th</sup> day of June, 2024, by and between the City of Palm Desert, a municipal corporation organized under the laws of the State of California with its principal place of business at 73-510 Fred Waring Drive, Palm Desert, California 92260-2578, ("City") and WEST COAST ARBORISTS, INC., a Corporation, with its principal place of business at 43712 JACKSON STREET, INDIO, CA 92201 ("Vendor"). The City and Vendor are sometimes individually referred to herein as "Party" and collectively as "Parties."

**2. Recitals.**

**2.1 Contractor.**

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing maintenance services to public clients, that it and its subcontractors have all necessary licenses and permits to perform the services in the State of California, and that it is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

**2.2 Project.**

The City is a public agency of the State of California and is in need of services for the following project:

**Arboriculture Services Project  
Project No. MLS00026**  
(hereinafter referred to as "the Project").

**3. Terms.**

**3.1 Scope of Services and Term.**

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state, and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be from **July 1, 2024, to June 30, 2027**, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than **2** additional one-year terms. Contractor shall complete the Services within the term of this Agreement and shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

**3.2 Responsibilities of Contractor.**

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods, and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee.

Any personnel performing the Services under this Agreement on behalf of Contractor shall not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services in a prompt and timely manner in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates **Shawn Muir, Community Services Manager**, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City and the Palm Desert Housing Authority ("Housing Authority") for all purposes under this Agreement except for increasing compensation. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates **Patrick Mahoney, President**, or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences, and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants, and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees, and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat

to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state, and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with the Services and this Agreement. All violations of such laws and regulations shall be grounds for the City to terminate the Agreement for cause. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with.

3.2.10.1 Employment Eligibility; Contractor. Contractor certifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time and shall require all subconsultants and sub-subconsultants to comply with the same. Contractor certifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement and shall not violate any such law at any time during the term of the Agreement.

3.2.10.2 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.3 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer, and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall comply with all relevant provisions of City's Minority Business

Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.4 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.5 Water Quality Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency and the State Water Resources Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor to penalties, fines, or additional regulatory requirements.

### 3.2.11 Insurance.

3.2.11.1 Minimum Requirements. Without limiting Contractor's indemnification of City and Housing Authority, and prior to commencement of the Services, Contractor shall obtain, provide, and maintain at its own expense during the term of this Agreement, policies of insurance of the type and amounts described below and in a form that is satisfactory to City.

(A) General Liability Insurance. Contractor shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than \$2,000,000 per occurrence, \$4,000,000 general aggregate, for bodily injury, personal injury, and property damage. The policy must include contractual liability that has not been amended. Any endorsement restricting standard ISO "insured contract" language will not be accepted.

(B) Automobile Liability Insurance. Contractor shall maintain automobile insurance at least as broad as Insurance Services Office form CA 00 01 covering bodily injury and property damage for all activities of the Contractor arising out of or in connection with Work to be performed under this Agreement, including coverage for any owned, hired, non-owned or rented vehicles, in an amount not less than \$2,000,000 combined single limit for each accident. The City's Risk Manager may modify this requirement if it is determined that Consultant will not be utilizing a vehicle in the performance of his/her duties under this Agreement.

(C) Umbrella or Excess Liability Insurance. Contractor may opt to utilize umbrella or excess liability insurance in meeting insurance requirements. In such circumstances, Contractor may obtain and maintain an umbrella or excess liability insurance

policy with limits that will provide bodily injury, personal injury, and property damage liability coverage at least as broad as the primary coverages set forth above, including commercial general liability and employer's liability. Such policy or policies shall include the following terms and conditions:

- (a) A drop-down feature requiring the policy to respond if any primary insurance that would otherwise have applied proves to be uncollectible in whole or in part for any reason;
- (b) Pay on behalf of wording as opposed to reimbursement;
- (c) Concurrency of effective dates with primary policies; and
- (d) Policies shall "follow form" to the underlying primary policies.
- (e) Insureds under primary policies shall also be insureds under the umbrella or excess policies.

(D) Workers' Compensation Insurance. Contractor shall maintain Workers' Compensation Insurance (Statutory Limits) and Employer's Liability Insurance (with limits of at least \$1,000,000). Contractor shall submit to City, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of the City and Housing Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

(E) Fidelity Coverage. [Reserved]

(F) Cyber Liability Insurance. [Reserved]

(G) Pollution Liability Insurance. [Reserved]

### 3.2.11.2 Other Provisions and Requirements.

(A) Proof of Insurance. Contractor shall provide certificates of insurance to City as evidence of the insurance coverage required herein, along with a waiver of subrogation endorsement for workers' compensation. Insurance certificates and endorsements must be approved by City's Risk Manager prior to commencement of performance. Current certification of insurance shall be kept on file with City at all times during the term of this contract. City reserves the right to require complete, certified copies of all required insurance policies, at any time.

(B) Duration of Coverage. Contractor shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property, which may arise from or in connection with the performance of the work hereunder by Contractor, his/her agents, representatives, employees, or subconsultants.

(C) Primary/Non-Contributing. Coverage provided by Contractor shall be primary and any insurance or self-insurance procured or maintained by City shall not be required to contribute with it. The limits of insurance required herein may be satisfied by a

combination of primary and umbrella or excess insurance. Any umbrella or excess insurance shall contain or be endorsed to contain a provision that such coverage shall also apply on a primary and non-contributory basis for the benefit of City before the City's own insurance or self-insurance shall be called upon to protect it as a named insured.

(D) City's Rights of Enforcement. In the event any policy of insurance required under this Agreement does not comply with these specifications, or is canceled and not replaced, City has the right, but not the duty, to obtain the insurance it deems necessary, and any premium paid by City will be promptly reimbursed by Contractor, or City will withhold amounts sufficient to pay premium from Contractor payments. In the alternative, City may cancel this Agreement.

(E) Acceptable Insurers. All insurance policies shall be issued by an insurance company currently authorized by the Insurance Commissioner to transact business of insurance or is on the List of Approved Surplus Line Insurers in the State of California, with an assigned policyholders' Rating of A- (or higher) and Financial Size Category Class VII (or larger) in accordance with the latest edition of Best's Key Rating Guide, unless otherwise approved by the City's Risk Manager.

(F) Waiver of Subrogation. All insurance coverage maintained or procured pursuant to this agreement shall be endorsed to waive subrogation against the City and Housing Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against the City and Housing Authority, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

(G) Enforcement of Contract Provisions (non estoppel). Contractor acknowledges and agrees that any actual or alleged failure on the part of the City to inform Contractor of non-compliance with any requirement imposes no additional obligations on the City nor does it waive any rights hereunder.

(H) Requirements Not Limiting. Requirements of specific coverage features or limits contained in this Section are not intended as a limitation on coverage, limits or other requirements, or a waiver of any coverage normally provided by any insurance. Specific reference to a given coverage feature is for purposes of clarification only as it pertains to a given issue and is not intended by any party or insured to be all inclusive, or to the exclusion of other coverage, or a waiver of any type. If the Contractor maintains higher limits than the minimums shown above, the City requires and shall be entitled to coverage for 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.

(I) Notice of Cancellation. Contractor agrees to oblige its insurance agent or broker and insurers to provide City with a thirty (30) day notice of cancellation (except for nonpayment for which a ten (10) day notice is required) or nonrenewal of coverage for each required coverage.

(J) Additional Insured Status. General liability, automobile liability, and if applicable, pollution liability and cyber liability, policies shall provide or be endorsed to provide that the City and Housing Authority, its elected or appointed officers, and their respective

agents, officials, employees, volunteers, and representatives, shall be additional insureds under such policies. This provision shall also apply to any excess/umbrella liability policies.

(K) Prohibition of Undisclosed Coverage Limitations. None of the coverages required herein will be in compliance with these requirements if they include any limiting endorsement of any kind that has not been first submitted to City and approved of in writing.

(L) Separation of Insureds. A severability of interests provision must apply for all additional insureds ensuring that Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the insurer's limits of liability. The policy(ies) shall not contain any cross-liability exclusions.

(M) Pass Through Clause. Contractor agrees to ensure that its sub-consultants, sub-contractors, and any other party involved with the Project who is brought onto or involved in the project by Contractor, provide the same minimum insurance coverage and endorsements required of Contractor. Contractor agrees to monitor and review all such coverage and assumes all responsibility for ensuring that such coverage is provided in conformity with the requirements of this section. Contractor agrees that upon request, all agreements with consultants, subcontractors, and others engaged in the Project will be submitted to City for review.

(N) City's Right to Revise Specifications. The City or its Risk Manager reserves the right at any time during the term of the contract to change the amounts and types of insurance required by giving the Contractor ninety (90) days advance written notice of such change. If such change results in cost to the Contractor, the City and Contractor may renegotiate Contractor's compensation. If the City reduces the insurance requirements, the change shall go into effect immediately and require no advanced written notice.

(O) Self-Insured Retentions. Any self-insured retentions must be declared to and approved by City. City reserves the right to require that self-insured retentions be eliminated, lowered, or replaced by a deductible. Self-insurance will not be considered to comply with these specifications unless approved by City.

(P) Timely Notice of Claims. Contractor shall give City prompt and timely notice of claims made or suits instituted that arise out of or result from Contractor's performance under this Agreement, and that involve or may involve coverage under any of the required liability policies.

(Q) Additional Insurance. Contractor shall also procure and maintain, at its own cost and expense, any additional kinds of insurance, which in its own judgment may be necessary for its proper protection and prosecution of the work.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions, where applicable, shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient, or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within ten (10) days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.



3.2.15.1 Inspection of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances—time or money—will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions, and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies, or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substances and hazardous materials as defined in California state or federal law at the site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes, and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Agreement (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Agreement or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Agreement, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one (1) year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Agreement. All costs associated with such corrective actions and testing, including the removal, replacement, and reinstatement of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers, and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the

benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Agreement, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

### 3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit "C" attached hereto and incorporated herein by reference. The total compensation shall not exceed **ONE MILLION ONE HUNDRED FOURTEEN THOUSAND ONE HUNDRED TWENTY-FIVE DOLLARS (\$1,114,125)** per fiscal year without written approval of the City Council or City Manager, as applicable.

3.3.2 Payment of Compensation. Contractor shall submit to City monthly invoices which provides a detailed description of the Services and hours rendered by Contractor. City shall, within thirty (30) days of receiving such statement, review the statement and pay all non-disputed and approved charges. Contractor shall submit its final invoice to City within thirty (30) days from the last date of provided Services or termination of this Agreement and failure by the Contractor to submit a timely invoice shall constitute a waiver of its right to final payment. Payment shall not constitute acceptance of any Services completed by Contractor. The making of final payment shall not constitute a waiver of any claims by the City for any reason whatsoever.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is

\$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

**3.3.7 Registration/DIR Compliance.** If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is \$1,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify, and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

### **3.4 Termination of Agreement.**

**3.4.1 Grounds for Termination.** City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those Services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

**3.4.2 Effect of Termination.** If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

**3.5 General Provisions.**

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

**Contractor:** WEST COAST ARBORISTS, INC.  
43712 Jackson Street  
Indio, CA 92201  
ATTN: Victor Gonzalez

**City:** City of Palm Desert  
73-510 Fred Waring Drive  
Palm Desert, CA 92260-2578  
ATTN: Shawn Muir, Public Works

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false, fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses except such Claims caused by the sole or active negligence or willful misconduct of the City.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense, and risk, any and all Claims covered by this section that may be brought or instituted against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers and representatives. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives as part of any such claim, suit, action, or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees.

Contractor shall reimburse the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the Contractor, the City, its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives.

**3.5.3 Governing Law; Government Code Claim Compliance.** This Agreement shall be governed by the laws of the State of California. Venue shall be in Riverside County. In addition to any and all Agreement requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims, and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

**3.5.4 Time of Essence.** Time is of the essence for each and every provision of this Agreement.

**3.5.5 City's Right to Employ Other Contractors.** City reserves right to employ other contractors in connection with this Project.

**3.5.6 Successors and Assigns.** This Agreement shall be binding on the successors and assigns of the parties.

**3.5.7 Assignment or Transfer.** Contractor shall not assign, hypothecate, or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees, hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

**3.5.8 Construction; References; Captions.** Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not workdays. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to the City include its elected or appointed officers, and their respective agents, officials, employees, volunteers, and representatives except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content, or intent of this Agreement.

**3.5.9 Amendment; Modification.** No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

**3.5.10 Waiver.** No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit,

privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third-Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third-party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid, nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift, or other consideration contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer, or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings, or agreements. This Agreement may only be modified by a writing signed by both parties.

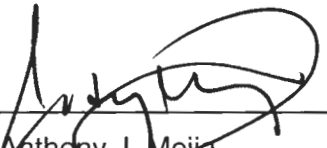
**[SIGNATURES ON NEXT PAGE]**

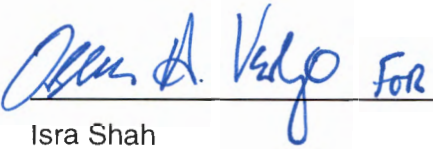
**SIGNATURE PAGE TO MAINTENANCE SERVICES AGREEMENT  
BY AND BETWEEN THE CITY OF PALM DESERT  
AND WEST COAST ARBORISTS, INC.**

IN WITNESS WHEREOF, each of the Parties has caused this Agreement to be executed on the day and year first above written.

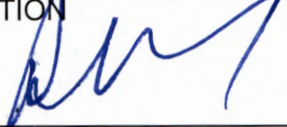
**CITY OF PALM DESERT**

By:   
\_\_\_\_\_  
L. Todd Hileman  
City Manager

Attest:  
By:   
\_\_\_\_\_  
Anthony J. Mejia  
City Clerk

Approved as to form:  
By:  For  
\_\_\_\_\_  
Isra Shah  
Best Best & Krieger LLP  
City Attorney

**WEST COAST ARBORISTS, INC. , A  
CORPORATION**

By:   
\_\_\_\_\_  
Patrick Mahoney  
President

By:   
\_\_\_\_\_  
Richard Mahoney  
Secretary

366764, C27, C31, C49, C61/D49  
Contractor's License Number and  
Classification

1000000956  
DIR Registration Number (if applicable)

QC: MN

Insurance:

 Initial Review

 Final Approval

Bonds: MN

**CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**

**CIVIL CODE § 1189**

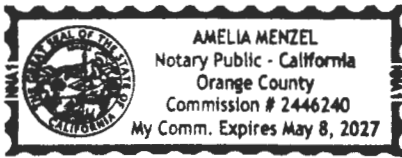
A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California )  
County of Orange )  
On July 3, 2024 before me, Amelia Menzel, Notary Public  
*Date Here Insert Name and Title of the Officer*  
personally appeared Patrick Mahoney and Richard 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: Palm Desert Agreement

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: WCA, Inc.

Signer's Name: Richard Mahoney

- Corporate Officer — Title(s): Secretary
- Partner —  Limited  General
- Individual  Attorney in Fact
- Trustee  Guardian or Conservator
- Other: \_\_\_\_\_

Signer Is Representing: WCA, Inc.



EXHIBIT "A"

SCOPE OF SERVICES

A. GENERAL INFORMATION

1. INTRODUCTION

The work to be performed shall consist of providing complete arboricultural services for the City on City approved schedules, and at City hours. Proposer shall provide arborist services to the City on all property that it owns and/or maintains including but not limited to certain roadway medians and parkways, parks, and recreational facilities, landscapes adjacent to facilities, landscapes managed by the City but owned by other agencies such as the Palm Desert Housing Authority Agency, Desert Willow Golf Resort, the cities of Indian Wells, La Quinta, and Rancho Mirage and Riverside County. All work will be in compliance with all applicable local, state, and federal regulations for the prevention of water and air pollution.

2. PROJECT PRECONSTRUCTION MEETING

The successful Proposer shall attend a project pre-construction meeting with City staff. City supplied materials will be provided at this time.

3. TREE INVENTORY

The Proposer shall become familiar with the landscape locations that will be inventoried. The City will provide maps of the locations and staff will be available to facilitate the Arboricultural Services contract. All attribute information collected is to be submitted to the City as a Database Table or Excel Spreadsheet, GIS format.

Inventory is to be completed within 120 days from issuance of Notice to Proceed

Field Evaluation

Tree Inventory Attributes:

- a. Tree Number: The unique number given to each individual tree. No other tree will have this number.
- b. GIS Coordinate: Coordinates for each tree collected by sub-meter GPS receiver in California State Plane Coordinate System Zone 6, NAD 83, (Feet) Coordinates.
- c. Nomenclature: The botanical name, including genus and species, and the local common name will be listed for each specific tree.
- d. DBH: The diameter of the tree measured 54 inches above the ground.
- e. Height: Overall height of tree.
- f. Canopy Spread: Width from drip-line to drip-line plus or minus 3 feet.
- g. Tree Condition: Overall condition of tree, damage, or safety concerns.
- h. Site Conditions: Will be described as follows:

Exhibit "A"

Overhead wires: Any tree located under overhead utility wires.

Hardscape: Any tree that is visibly damaging streets, curbs, sidewalks, or other adjacent hardscape.

Sidewalk/Street proximity: Any tree located within 14 feet of a street, sidewalk, or building.

Sidewalk/Street clearance: Any tree that is presently in violation of the following clearance limits.

Sidewalk: 8 feet

Street: 14 feet

Building: 1 foot (scaffold branches within 1 foot of any buildings)

Staking: Any tree that has unnecessary stakes or is in need of staking.

Comments: Any additional information needed to further explain one of the specific categories or any information relating to the tree or site not covered by the specific attributes.

- a. Conduct an annual GPS inventory update to include maps, charts and reports that analyze value. In the first year, however, inventory will be conducted semi-annually.
- b. Provide to the City online and mobile access to Electronic Tree Inventory and Maintenance software.
- c. The contractor shall update the tree inventory during or immediately after the pruning process is complete, noting any deficiencies.

#### Report

- a. Attribute Information: All attribute information collected is to be submitted as a Database Table or Excel Spreadsheet.
- b. Database: Data collected to be provided to the City in either ESRI Shapefile or Geodatabase format.
- c. The information should be organized to incorporate the different areas in the City:

Landscape Services-Trees that are located on street right of ways or median islands should be identified by street and by their Landscape Maintenance Area number.

Parks-Trees located in parks will be identified by LMA and each park location.

Housing Authority-Trees will be identified by property location.

Desert Willow Golf Resort-Trees should be identified by the course, parking lot, Clubhouse, etc...

Miscellaneous Areas-Miscellaneous areas shall be identified by location and LMA. ex. Haystack retention and natural area

- d. Time Frame: Inventory to be completed fiscal year 2024/2025 and updated annually.

#### 4. TREE AND PALM PRUNING

Exhibit "A"

The Proposer shall establish a schedule, with the approval of the Director of Public Works or his/her designee. The schedule will take into account previous schedules/frequencies depending on the tree species and time of year. The Director of Public Works or his/her designee and the Proposer will prioritize the pruning schedule based on information provided in the City's current tree inventory. It shall be the Proposer's responsibility to update the inventory that they have prepared as they maintain the trees and the palms. Palms are pruned annually in spring/summer. Once the pruning schedule is started, pruning crews are to remain working within the City until all trees are completed. The selected proposer shall not move the crew to another location outside the City prior to completion.

The selected proposer will provide arboricultural services including but not limited to the following:

- a. Street and sidewalk clearance.
- b. Removal of dead or hazardous branches of trees or palms.
- c. Annual pruning of hardwood trees and palm trees.
- d. Inspection of trees for health, condition and for tree hazards including lifted sidewalks and curbs, utility conflicts, and intrusion into roadways or pathways.
- e. Extra: Removing downed trees from public rights-of-way, City parks, medians, Housing Authority, and Desert Willow Golf Resort. Additional work may include planting trees, staking, pest control, or pruning hedge rows.

This proposal shall require prevailing wage payments and shall be the responsibility of the successful Proposer to manage.

Digital access to the City's current Tree Inventory is available if requested.

- The approximate number of trees is 7,155.
- The approximate number of palm trees is 4,850.

General services requirements outlined above describe the minimum work to be accomplished. Upon final selection of the Proposer, the scope of services may be modified and refined during negotiations with the City. The City at its discretion, at any time may add or remove any Services and/or add or remove Service locations during the course of the Contract, according to the Services needed and activity of each of the Properties. If proposer is unable to accommodate additional locations and Services, the City reserves the right to contract with another contractor to provide the additional Services at additional Properties or existing Properties.

Pruning Standards

- a. All work shall conform to the current International Society of Arboriculture (ISA) Pruning Standards, the RFP, Agreement, and these specifications. Proposer shall comply with Standards of CAL OSHA and the American National Standard Institute, (ANSI) – A300 guidelines section 5.3 pruning cuts and with the current edition of the City maintenance guidelines. The Director of Public Works or his/her designee, shall have complete and sole discretion in determining conformance and acceptability of trees pruned by the Proposer. Pruned trees rejected by the Director of Public Works or his/her designee, shall be excluded from payment unless they are re-pruned and approved by Director of Public Works or his/her designee.
- b. Limbs for traffic clearance shall be pruned or removed to a height not less than fourteen (14) feet from road surface and sidewalk side of the tree where practical,

taking into consideration the balanced appearance of the tree. Small limbs, suckers and water sprouts shall be cut outside the branch collar from which they arise. Prune to clear all adjacent structures by a minimum of five feet (5'). Prune branches to lateral limbs to lighten end weight.

- c. Work shall be performed by employees trained in tree pruning and shall be supervised by an ISA Certified Arborist. An ISA certified Tree Worker is required to be on-site with the contractor's pruning crew(s) at all times.
- d. Proposer shall exercise precautions as necessary when working adjacent to aerial utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified.
- e. No hooks, gaffs, spurs or spikes are to be used on any hardwood tree. Any vine or plant growing on the trees shall be removed at ground level, except vines purposefully planted.
- f. Each pruning cut should be made just beyond the branch collar or shoulder. Pruning and cutting tools shall be kept sharpened to a condition that will permit leaving an unabraded cambium edge on final cuts. Such tools shall also be kept clean and free from infectious materials.
- g. Brush and debris shall be removed daily, sidewalks swept, parkways raked, gutters cleaned and waste material properly disposed. Contractor shall remove at its own expense all rubbish and waste materials resulting from its operations, including any material that may fall in swimming pools, lagoons, or other water features. If on private property, Contractor must obtain permission from the property owner prior to removing debris. All debris must be removed before the end of the day unless otherwise directed by Authority or Authority's agent.
- h. Palm trees; all dead fronds including stubs and seed pods, shall be removed and palms shall be pruned per the City's Plant Maintenance Guide. Care shall be taken so that no live fronds are partially cut and left hanging. Only healthy fronds shall remain at crown of said tree, except for those palms where skirts or beards are to remain. Should any fruit appear within 60 days after the palm tree was pruned, the contractor shall remove the fruit and any hanging fronds at no additional cost.
- i. Structural weaknesses of trees/palms, decayed trunk, branches, or evidence of diseases/pests shall be reported on daily worksheets and submitted to the Director of Public Works or his/her designee, of this contract.
- j. When pruning limbs or fronds that are diseased, or infected with fire blight or fungus, all pruning tools shall be cleaned after each cut with alcohol or bleach.
- k. Topping trees shall not be allowed.
- l. Proposer shall provide daily log sheets of work completed to the Director of Public Works or his/her designee.
- m. Proposer is hereby required to render and provide tree pruning maintenance services including, but not limited to pruning, staking, and training of trees; root pruning; tree and stump removal; work site debris removal and lawful disposal; traffic control; tree planting, and other associated services required to maintain safe and attractive trees within all City facilities, medians, and parks.

- n. The contractor is required to inspect for active bird nests inspections prior to the beginning of any tree work. No work shall be done while there is an active bird nest.
- o. The contractor shall, during the term of this contract, respond to all emergencies within two (2) hours of notification.
- p. The contractor shall inform Director of Public Works or his/her designee before removing any dead, diseased or dying tree/palm.
- q. Desert Willow and Residential Property Access and Noticing:

The contractor acknowledges that the City provides forty-eight (48) hours-notice in advance of the start of any Work that is to occur at any residential unit. The contractor shall provide sufficient notice to the City before beginning any such Work so that the City may provide timely notice to residents.

The contractor shall maintain pedestrian paths of travel free of obstructions and hazardous conditions, except where the condition is necessary for completion of the Work. To the extent any portion of the Work requires obstructing pedestrian paths of travel, the Work shall be performed so as to minimize the extent of the obstruction.

Where the contractor's operations may create hazardous conditions to pedestrian paths of travel, appropriate signing and barricades shall be installed to safely route pedestrians around the impacted area. The City shall be given at least 48 hours-notice prior to the creation of any condition affecting pedestrian paths of travel.

The City may issue an immediate order to the contractor to stop performing work until adequate notice may be provided to residents. Any stoppage, suspension, or delay in the Work resulting from the contractor's failure to provide adequate notice to the City shall not be a basis for any adjustment to the contract price or the contract time.

## 5. TRAFFIC CONTROL

The contractor shall furnish and install traffic control in accordance with the CAMUTCD Manual and the WATCH manual, and the encroachment permit.

Traffic control may include, but is not limited to furnishing, placing, maintaining and removing traffic cones, telescoping tree flags, advance warning signs, flagmen, barricades, temporary striping and other safety devices, as required for public safety or as directed by the City Engineer.

Proposer shall provide and post no parking signs 48 hours in advance of the work, except when emergency work is necessary.

## 6. MAINTENANCE REPORT

The Proposer shall maintain and keep a log that records all on-going, seasonal, and additional work, and maintenance functions performed by Proposer's personnel. The information will be kept in a format that has been approved by the City and shall be submitted to the City upon request.

## 7. PROTECTION OF EXISTING FACILITIES AND STRUCTURES

The contractor shall exercise due care during the performance of work in protecting from damage all existing facilities, structures, and utilities both above surface and underground on the City's property. Any damage to City property deemed to be caused by the contractor's neglect shall be corrected and paid for by the contractor at no cost to the City.

#### 8. EMPLOYEES UNIFORMS

Employees are required to wear a uniform identifying them as employees of the company. The uniform shall be maintained in a clean and neat order with no rips, tears or permanent stains present. Similarly, all vehicles shall be identified with the name of the company.

The contractor shall make sure that each employee has the correct Personal Protective Equipment (PPE) appropriate for the job.

#### 9. COOPERATION WITH OTHERS/PUBLIC RELATIONS

The contractor shall maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference to the public. The contractor shall maintain telephone availability during normal company business hours to receive and resolve all complaints from the City. The contractor shall make available a representative to investigate all complaints, make personal contact responses, and to effect resolution.

#### 10. THE CITY'S RIGHT TO DO WORK

The City reserves the right to do work in the contract area. The City expects to have one or more separate Contractor/utility companies working in the same area at the same time. Contractor shall coordinate and cooperate with any and all separate Contractors at no additional cost to the City. Such coordination may include, but will not be limited to, participating in regularly scheduled or special meetings with the City, residents, and/or other Contractors; sharing work and materials storage areas; scheduling work to coincide with work of another Contractor and to minimize disruption to residents; and similar tasks requested by the City.

Full compensation for conforming to the requirements of this section shall be considered as included in the prices paid for the various contract items of work involved and not additional compensation will be allowed therefor.

#### 11. INCLEMENT WEATHER

After inclement weather, the contractor will provide inspection of the areas to assess any damage to trees or palms from the weather.

#### 12. CLEANUP

All litter and debris generated during the performance of the contract shall be removed from the project areas the same day it is generated and disposed of **off-site** in a proper manner and at the contractor's expense. All laws and ordinances applicable to and governing such disposal shall be fully complied with.

#### 13. SOUND CONTROL

The operator shall comply with all local sound control and noise level rules, regulations, and ordinances.

**14. PARKING OF THE CONTRACTOR'S VEHICLES**

No overnight parking of vehicles will be permitted on City streets. Parking on City property shall be with written authorization only.

**15. COMPLETION OF WORK**

All work shall be completed per the schedule provided by the contractor and approved by the City.

**16. ACCESS TO PRIVATE PROPERTY**

Prior to any work that will restrict access to private property, the contractor shall notify each affected property owner or responsible person, informing him him/her of the nature of and the approximate duration of the restriction.

**17. LEGAL RELATIONS AND RESPONSIBILITY**

The Contractor work shall conform to the requirements in the Agreement.

**18. DESERT WILLOW GOLF RESORT**

Access to the golf course is limited. Work is to be done by climbing. Brush to be removed immediately. Pruning and/or removal may only be done by small vehicles and trailer. Boom trucks, loaders, and heavy equipment will not be permitted on the golf course.

**19. OPTIONAL SERVICES**

Upon request from the City, the Contractor may provide tree maintenance services beyond the work identified above. Prior to performing any extra Work, the contractor shall prepare and submit a written proposal, including a description of the work, a list of materials, and a schedule for completion. No work shall commence without written approval of the Contractors proposal by the Director of Public Works or his or her designee.

**B. INFORMATION AVAILABLE FROM THE CITY**

The City will provide copies of all available record information on file at the City. Following are the items available:

- a. Pertinent records maintained at the City
- b. Current Tree Inventory
- c. Landscape staff is also available to answer questions

**EXHIBIT “B”**

**SCHEDULE OF SERVICES**

**C. SCHEDULE**

Work shall be completed per the approved schedule. Failure to notify the City of a change and/or failure to perform an item or work on a scheduled day may result in a penalty assessed against the Proposer.

- a. In addition, the Proposer, and his/her representative shall meet with the City's Director of Public Works or his/her designee on an as needed basis for the purpose of reviewing the completed work.
- b. The general hours of operations shall be City work hours, Monday through Friday, with the exception of the Housing Authority properties whose start time is 8:00 am. No work may be performed on City recognized holidays and weekends, except in the case of emergency or as approved by the Director of Public Works or his/her designee.
- c. The contractor is required to furnish schedules/reports for planned pruning work to all persons performing any portion of the contract. Schedules/reports must be approved prior to the start of work by the Director of Public Works or his/her designee. The City plans on continuing its current hardwood pruning cycle based on a three (3) to five (5) year cycle, depending on species and based on location and growth. Some tree species are to be pruned annually (i.e. Prosopis, Acacia, Dalbergia, and Parkinsonia). All palms are to be pruned annually. Contractor is to update the tree and palm inventory accordingly.

<b>Palms</b>	<b>Approximate Prune Date</b>
Phoenix dactylifera	May 7 – June 15
Washingtonia robusta and Washingtonia robusta “Hybrid”	May 15 – July 15
Bismarckia nobilis	May 15 – July 15
Washingtonia filifera	July 1 – July 30
Brahea armata	July 1 – July 30
Sygarus romanzoffiana	July 1 – July 30
Hardwood trees	City and Housing Authority trees. Spring and/or Fall season. Summer not suggested due to stress pruning puts on trees.



Desert Willow Golf Resort	The majority of the annual hardwood pruning to take place between August 1 and September 20. This is best for the overall Desert Willow operation. The second pruning window would be December 1 through December 24. Scheduled work may be subject to change.
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Although it is the contractor’s responsibility to schedule their crews, there are priority areas in the City that must be pruned first. These areas are: El Paseo, The Grove, One Quail Place Apartments, and Las Serenas Apartments, subject to the direction of the City.

**EXHIBIT "C"**  
**COMPENSATION**  
**PALM / TREE WORK**

Line Item	Description	Unit of Measure	Unit Cost
1	Annual Hardwood Tree Pruning - City Parks	Each	\$129.00
2	Annual Hardwood Tree Pruning - Medians	Each	\$140.00
3	Annual Hardwood Tree Pruning - Facilities	Each	\$119.00
4	Annual Hardwood Tree Pruning - Desert Willow Golf Resort	Each	\$159.00
5	Annual Hardwood Tree Pruning - Housing Authority Properties	Each	\$159.00
6	Annual Washingtonia Palm Pruning - City Parks	Each	\$65.00
7	Annual Washingtonia Palm Pruning - Medians	Each	\$79.00
8	Annual Washingtonia Palm Pruning - Facilities	Each	\$65.00
9	Annual Washingtonia Palm Pruning - Desert Willow Golf Resort	Each	\$65.00
10	Annual Washingtonia Palm Pruning - Housing Authority Properties	Each	\$79.00
11	Annual Phoenix Palm Pruning - City Parks	Each	\$89.00
12	Annual Phoenix Palm Pruning - Medians	Each	\$89.00

Line Item	Description	Unit of Measure	Unit Cost
13	Annual Phoenix Palm Pruning - Facilities	Each	\$89.00
14	Annual Phoenix Palm Pruning - Desert Willow Golf Resort	Each	\$89.00
15	Annual Phoenix Palm Pruning - Housing Authority Properties	Each	\$89.00
16	Annual Other Palm Pruning - City Parks	Each	\$65.00
17	Annual Other Palm Pruning - Medians	Each	\$79.00
18	Annual Other Palm Pruning - Facilities	Each	\$65.00
19	Annual Other Palm Pruning - Desert Willow Golf Resort	Each	\$65.00
20	Annual Other Palm Pruning - Housing Authority Properties	Each	\$79.00

**ADDITIONAL SERVICES**

Line Item	Description	Unit of Measure	Unit Cost
21	Plant 24" Box Tree	Each	\$450.00
22	Plant 36" Box Tree	Each	\$1,200.00
23	Crew Rates - Regular Hours	Hourly Rate	\$100.00
24	Crew Rates - After Hours	Hourly Rate	\$135.00
25	Service Request Pruning 0" to 12" DBH	Each	\$95.00
26	Service Request Pruning 13" to 18" DBH	Each	\$175.00
27	Service Request Pruning 19" to 24" DBH	Each	\$250.00
28	Service Request Pruning 25" to 31" DBH	Each	\$325.00
29	Service Request Pruning over 31" DBH	Each	\$400.00
30	Palm Skinning	Per Linear Foot	\$19.00

TREE / PALM INVENTORY COST PER UNIT

Line Item	Description	Unit of Measure	Unit Cost
39	Housing Authority	Each	\$5.00
40	Desert Willow	Each	\$5.00
41	City Parks, Medians, and Facilities	Each	\$5.00