

PROFESSIONAL SERVICES AGREEMENT

This Professional Services Agreement (Agreement) is made effective as of _____, 2026 (Effective Date), by and between Community Tree Service, LLC, a California limited liability company (Contractor), and the City of Lompoc, a municipal corporation (City). Contractor and City are referred to herein individually as a "party" and collectively as the "parties."

RECITALS

WHEREAS, City is in need of contract services for multi-year full service non-exclusive urban forestry services including all labor, equipment, and materials to provide structural trimming/pruning with picture documentation, Urban Forestry and Electric Divisions tree pruning, palm tree trimming, utility line clearance to P.U.C. standards, tree removal, tree planting, emergency removal, clean up and disposal of hanging limbs or damaged or down trees as more fully described in Exhibit A (Contract Services); and

WHEREAS, Contractor engages in the business of providing such Contract Services; and

WHEREAS, City seeks the services of Contractor to provide such Contract Services; and

WHEREAS, following submission of a proposal or bid for the performance of the Contract Services defined and described particularly in Section 4.2 of this Agreement, Contractor was selected by City to perform those services; and

WHEREAS, City and Contractor desire to enter into this Agreement with a completion date no later than December 31, 2027.

WHEREAS, City and Contractor desire to enter into this Agreement for Contract Services for a Total Compensation Amount not to exceed Five Hundred Seventy-Seven Thousand, Seven Hundred Fifty Dollars (\$577,750).

WHEREAS, Contractor and City desire to enter into this Agreement to memorialize their agreements regarding the Contract Services to be provided to City.

NOW, THEREFORE, in consideration of the mutual representations, warranties and covenants set forth herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

ARTICLE 1 ENGAGEMENT

1.1. Engagement: City hereby engages Contractor to provide the Contract Services described in Exhibit A, and Contractor hereby accepts such engagement, all on the terms and conditions set forth herein, including as described in Exhibits A and B. Contractor will determine the means and methods of performing the services to achieve the standards and requirements herein as is acceptable to the City.

ARTICLE 2 REPRESENTATIONS AND WARRANTIES

2.1. Representations and Warranties of Contractor: Contractor hereby represents and warrants to City, at all times during the term of this Agreement, that Contractor is a company duly organized, validly existing and in good standing under the laws of the State of California.

2.2. Representations and Warranties of City: City hereby represents and warrants to Contractor, at all times during the term of this Agreement, that City is organized and established pursuant to the laws and ordinances of the State of California.

ARTICLE 3 CONTRACTOR STATUS AND QUALIFICATIONS

3.1. Independent Contractor: Contractor's services are being provided to the City as that of an independent contractor. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a federal or state agency, a court of competent jurisdiction, or the California Public Employees' Retirement System ("CalPERS") to be classified as other than an independent contractor for the City, then Contractor shall indemnify, defend, and hold harmless the City for the payment of any and all assessed fines, penalties, judgments, employee and/or employer contributions, and any other damages and costs assessed to the City as a consequence of, or in any way attributable to, the assertion that Contractor or any staff Contractor used to provide services under this Agreement are employees of the City. Contractor represents and warrants that the personnel used to provide services to the City pursuant to this Agreement are classified by Contractor as employees and that Contractor issues or will issue a W-2 to such personnel.

3.2. Payment of Income Taxes: Contractor is responsible for paying when due all income taxes, including estimated taxes, incurred as a result of the compensation paid by City to Contractor for services satisfactorily rendered under this Agreement. On request, Contractor will provide City with proof of timely payment. Contractor agrees to indemnify, defend and hold harmless City for any and all claims, costs, losses, fees, penalties, interest, or damages, including court costs and reasonable attorney's fees, resulting from Contractor's failure to comply with this provision.

3.3. Use of Employees or Subcontractors: Contractor may, at Contractor's own expense, use any employees or subcontractors as Contractor deems necessary to satisfactorily perform the services required of Contractor by this Agreement, subject to the City's prior written approval of such employees or subcontractors, and subject to the City's rejection of any of Contractor's employees or subcontractors the City finds unacceptable for the performance of Contract Services. City may not control the means and methods of Contractor's employees or subcontractors in the performance of those services, but the City may direct the scope, location, order, limits, and acceptability of the Contract Services performed.

3.4. Qualifications: Contractor represents it is qualified and has the skills necessary to perform the services under this Agreement in a competent and professional manner, without the advice or direction of City.

3.5. No Benefit Contributions: City shall have no obligation under this Agreement to compensate or pay applicable taxes for or provide employee benefits of any kind to any person employed or retained by Contractor.

3.6. Compliance with Labor and Wage Laws:

- (a) **Public Work.** The Parties acknowledge that the work to be performed under this Agreement is a “public work” as defined in Labor Code § 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with § 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations (“DIR”) implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by regulation.
- (b) **Registration with DIR.** Pursuant to Labor Code § 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement.
- (c) **Prevailing Wages.** Contractor shall pay prevailing wages to the extent required by Labor Code § 1771. Pursuant to Labor Code § 1773.2, copies of the prevailing rate of per diem wages are on file at City Hall and will be made available to any interested party on request. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C. § 3141 et seq.), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each person employed on the Project.
- (d) **Penalty for Failure to Pay Prevailing Wages.** Contractor shall comply with and be bound by the provisions of Labor Code §§ 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. Contractor shall, as a penalty to the City, forfeit two hundred dollars (\$200) for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.
- (e) **Payroll Records.** Contractor shall comply with and be bound by the provisions of Labor Code § 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in § 1776; certify and make such payroll records available for inspection as provided by § 1776; and inform the City of the location of the records.
- (f) **Apprentices.** Contractor shall comply with and be bound by the provisions of Labor Code §§ 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, §§ 200, et seq. concerning the employment of apprentices

on public works projects. Contractor shall be responsible for compliance with these aforementioned sections for all apprentice-able occupations. Prior to commencing work under this Agreement, Contractor shall provide City with a copy of the information submitted to any applicable apprenticeship program. Within sixty (60) days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the City a verified statement of the journeyman and apprentice hours performed under this Agreement.

- (g) **Eight-Hour Work Day.** Contractor acknowledges that eight (8) hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code § 1810.
- (h) **Penalties for Excess Hours.** Contractor shall comply with and be bound by the provisions of Labor Code § 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the City, forfeit twenty-five dollars (\$25) for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code § 1815, work performed by employees of Contractor in excess of eight (8) hours per day, and forty (40) hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than one and one-half (1½) times the basic rate of pay.
- (i) **Workers' Compensation.** California Labor Code §§ 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code § 1861, Contractor certifies as follows:

"I am aware of the provisions of § 3700 of the 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 I will comply with such provisions before commencing the performance of the work of this contract."

- (j) **Contractor's Responsibility for Subcontractors.** For every subcontractor who will perform work under this Agreement, Contractor shall be responsible for such subcontractor's compliance with Division 2, Part 7, Chapter 1 (commencing with § 1720) of the California Labor Code, and shall make such compliance a requirement in any contract with any subcontractor for work under this Agreement. Contractor shall be required to take all actions necessary to enforce such contractual provisions and ensure subcontractor's compliance, including without limitation, conducting a review of the certified payroll records of the subcontractor on a periodic basis or upon becoming aware of the failure of the subcontractor to pay his or her workers the specified prevailing rate of wages. Contractor shall diligently take corrective action to halt or rectify any such failure by any subcontractor.

ARTICLE 4
GENERAL RESPONSIBILITIES OF CONTRACTOR

4.1. Minimum Amount of Service: Contractor agrees to devote as much time, resources, and attention to the performance of the Contract Services under this Agreement as may be required to complete the tasks described herein and accomplish the results for which the Contractor is responsible all within the time required under this Agreement. Prior to commencing work on each distinct project included within the Contract Services, the representatives of the City and the Contractor shall agree in writing on the progress schedule which details the locations, order, and quantities of work to be completed each day or week as appropriate, as further described in Exhibit A. If an event occurs which is outside of the control of the Contractor and which delays the Contractor's progress or completion of a project because it was not safe, not possible, or not reasonable, as determined by the City's representative, for the Contractor to achieve the previously agreed upon progress schedule (Force Majeure), then the City's representative will allow such additional time as is reasonable and/or otherwise agree with the Contractor upon a new progress schedule or approach for completion of the project.

4.2. Except for Force Majeure, if the Contractor falls behind the progress schedule approved by the City by more than 1 work day during a period of one week for a project exceeding two weeks in duration, then the Contractor shall take steps, including, but not limited to, increasing the number of personnel, equipment, shifts, days of work, and/or overtime operations until such time as the Work is back on schedule. Contractor shall also submit to City for review within two working days of City's request, such supplementary schedule or schedules as may be deemed necessary to demonstrate the manner in which the rate of progress will be regained. All costs required to bring the project back on schedule shall be borne by the Contractor without additional cost to the City above the contract unit costs for work acceptably completed.

4.3. Except for Force Majeure, if the Contractor falls behind the progress schedule approved by the City by more than 2 work days during a period of two weeks for a project exceeding three weeks in duration, then in addition to the remedies described in Section 4.2 of this Agreement, the City may also perform portions of the Contractor's scope of work using the City's own forces or other contractors as necessary to complete the work within the schedule required by the City.

4.4. Except for Force Majeure, if the Contractor falls behind the progress schedule approved by the City by more than 7 work days during a period of four weeks, the Contractor shall be deemed in material breach of the Contract and the City may terminate the Contract in addition to exercising other available remedies for completion of the work.

4.5. Contractor Scope of Services: Contractor agrees to provide the Contract Services described in Exhibit A, attached hereto and incorporated herein by reference, including those additional services requested by City and accepted in writing by Contractor during the term of this Agreement. Additionally, the Scope of Services includes any additional requirements pertaining to the services that are included in Exhibit B or in the City's Request for Proposal No. 3087 for Urban Forestry Services (RFP), which is incorporated by reference and made a part of this Agreement to the same extent as if fully set forth herein.

4.6. Nondiscrimination: There shall be no discrimination against any person employed pursuant to this Agreement in any manner forbidden by law.

4.7. Non-Exclusive Relationship: Contractor may represent, perform services for, and contract with as many additional clients, persons, or companies as Contractor, in Contractor's sole discretion, sees fit.

4.8. Time and Place of Performing Work: As described in Section 4.1 and Exhibit A of this Agreement, City and Contractor will agree in writing on a progress work schedule indicating the order and location of work required to be performed for each distinct project under this Agreement. Additionally, the general hours of operations for any chipping, cutting, or other operations generating harsh or unusual noise shall be between 9:00 a.m. and 3:00 p.m. on major streets and 7:00 a.m. to 4:00 p.m. on residential streets. Work shall be performed Monday through Friday with no work being performed on Sunday except during emergency situations.

4.9. Materials and Equipment: Contractor will supply all materials and equipment required to perform the services under this Agreement.

4.10. Professional Skill: It is further understood and agreed by and between the parties hereto that Contractor is skilled in the professional calling necessary to perform the work agreed to be done by it under this Agreement, and City relies upon Contractor to perform the work in a skillful manner in accordance with the terms of this Agreement and with generally accepted professional practices, and Contractor agrees to thus perform its work, and the acceptance of its work by City shall not operate as a release of Contractor from said Agreement.

4.11. Protection and Restoration of Existing Property or Improvements: The Contractor shall be responsible for the protection and the restoration or replacement of any property and of any improvements existing on public or private property at the start of work or placed there during the progress of work and not specified or directed by the City's representative to be permanently removed and disposed of. Property includes but is not limited to vehicles, equipment, materials, land, vegetation, etc. Existing improvements shall include, but are not limited to, curbs, gutters, cross-gutters, sidewalks, driveways, asphalt pavement, lawns, sprinkler systems, shrubs, trees, fences, utilities (underground, above ground, and overhead), structures, and walls. All existing property and improvements not specified or shown for removal and disposal in the contract documents, and not ordered for removal and disposal by the City's representative, which are damaged or removed by the Contractor's operations, shall be replaced, repaired, or reconstructed according to the direction of the City, and if appropriate the owner, by the Contractor, at the Contractor's sole expense, to equal or better condition than the existing property or improvements prior to damage or removal, as approved by the City's representative. The City may at its option and at any time deduct or retain out of any amounts due the Contractor, sums sufficient to cover the repair or replacement of any property or improvements which are damaged or removed by the Contractor's operations. If the Contractor fails to promptly repair or replace any property or improvements damaged by his operations within the time and in the manner acceptable to the City, or, if it is necessary for safety or convenience for the City to make such repairs, then the City may complete such repairs and charge the Contractor the full cost of making said repairs.

4.12. Insurance: Contractor shall, at Contractor's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry adequate insurance including a commercial general liability policy, in the amount of not less than \$2,000,000. Contractor shall also, at Contractor's sole cost and expense and throughout the term of this Agreement and any extensions thereof, carry automobile liability insurance with liability limits of not less than \$1,000,000 for the injury or death of a person or persons and property damage in any accident. City, its elective officials, officers and employees shall be named as an additional insured on the commercial general liability and automobile liability policies. Each type of insurance mentioned

herein shall be written by a financially responsible company or companies authorized to do business in the State of California. Contractor shall provide City with certificates of insurance on forms acceptable to the City of all policies written and each shall contain an endorsement that they are not subject to cancellation without 30 days written notice being given to City by the insurance company or companies writing such insurance.

4.13. Workers' Compensation: Contractor agrees to provide workers' compensation insurance with liability limits of not less than \$1,000,000 per occurrence for Contractor and Contractor's employees and agents and agrees to defend, hold harmless and indemnify City for any and all claims arising out of any injury, disability, or death of any of Contractor's employees or agents.

4.14. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by Contractor without the prior written consent of City, which consent shall not be unreasonably withheld.

4.15. Business Tax Receipt: Contractor shall maintain a valid Business Tax Receipt with the City of Lompoc during the term of the Agreement.

4.16. Ownership of Documents: All documents, computer programs, plans, designs, and other intellectual property prepared by Contractor under this Agreement are the property of City and shall be turned over to the City upon completion of this Agreement. Contractor shall not release any data, information, and/or materials resulting from the project without prior written consent from City.

4.17. Personnel: City shall have final approval of Contractor staff assigned to work under this Agreement. Contractor shall identify in writing the staff assigned to work under this Agreement and shall give City no less than ten days' written notice prior to any change in the staff assigned to work under this Agreement.

ARTICLE 5 COMPENSATION OF CONTRACTOR

5.1. Compensation for Contract Services: Contractor shall provide all Contract Services in accordance with the terms of Exhibits A and B, and at the compensation amounts and schedule of remittance set forth in Exhibit B, which is incorporated by this reference as though set forth in full; provided that the parties understand and agree the unit costs stated in the fee schedule are not estimated rates, but are the complete costs for which Contractor shall provide the Contract Services. Total compensation under this Agreement shall not exceed Five Hundred Seventy-Seven Thousand, Seven Hundred Fifty Dollars (\$577,750).

5.2. Payment will be in accordance with City's standard accounts payable process. Term no longer than 45 days after presentation of a valid monthly invoice for disbursement of the payment. Payment to be made by accounts payable check processed and available as part of the weekly disbursement cycle, available each Friday for mailed delivery. Electronic payments are also available upon vendor registration at:

<https://selfservice2.ci.lompoc.ca.us/vss/Vendors/default.aspx>.

Contractor shall provide itemized billings to the Urban Forestry Supervisor with a copy to the Accounts Payable Division identifying the contract and the project by the titles/names assigned by the City or by City Project Number (if applicable) and listing the completed task(s), and listing the City Purchase Order Number (if applicable) on each invoice, as follows:

Electronically (preferred) to:
ap@ci.lompoc.ca.us
 with a copy to s_oneil@ci.lompoc.ca.us

City of Lompoc
 Attn: Urban Forestry Supervisor
 100 Civic Center Plaza
 Lompoc CA 93436

City of Lompoc
 Attn: Accounts Payable
 100 Civic Center Plaza
 Lompoc CA 93436

5.3. The provisions of Article 9 of this Agreement will govern any dispute associated with compensation.

5.4. After the original term of this Agreement, upon written request (with a letter of cost justification) by Contractor, and subject to the agreement by the City, the item prices included in Exhibit B may be adjusted by an amount not to exceed the increase or decrease in the Consumer Price Index for All Urban Consumers (CIP-U), All Items, as published by the U.S. Department of Labor, Bureau of Labor Statistics, for the preceding twelve (12) months. The percentage increase or decrease in the “previous twelve (12) months” shall mean the twelve (12) month period ending June 20th of that year, or if not available, the prior month.

ARTICLE 6 OBLIGATIONS OF CITY

6.1. Cooperation of City: City agrees to comply with all reasonable requests of Contractor and provide access to all documents reasonably necessary to the performance of Contractor’s duties under this Agreement. To the extent determined in the best public interest, in the sole discretion of City’s City Council, City shall be responsible for initially ensuring, and continuing to review, local and state laws in City’s jurisdiction to assure adequate legal authority for Contractor to engage in the Services described herein on behalf of City.

6.2. Conflict of Interest: No officer, employee, director or agent of City shall participate in any decision relating to this Agreement which affects his or her personal interest or the interest of any corporation, partnership, or association in which he or she is directly or indirectly interested; nor shall any such person have any interest, direct or indirect, in this Agreement or the provisions thereof.

6.3. Assignment: Neither this Agreement nor any duties or obligations under this Agreement may be assigned by City without the prior written consent of Contractor, which consent shall not be unreasonably withheld.

ARTICLE 7 TERMINATION OF AGREEMENT

7.1. Termination: Unless earlier terminated as set forth below, this Agreement shall be effective as of the date first set out above and shall remain in full force and effect after execution of this Agreement by City and Contractor until December 31, 2027. Contractor shall satisfactorily

complete Contractor Services pursuant to this Agreement within that term, unless the term is modified as permitted for modifications of this Agreement. The Agreement may be extended for up to two, additional one-year terms upon the written consent of both parties in advance. Notwithstanding the effective date of the Agreement, no work shall begin until City issues a Notice to Proceed.

7.2. Termination on Notice: Notwithstanding any other provision of this Agreement, City may terminate this Agreement at any time by giving ten-days' written notice to Contractor.

7.3. Termination on Occurrence of Stated Events: This Agreement will terminate automatically on the occurrence of any of the following events:

- (a) Bankruptcy or insolvency of either party.
- (b) The assignment of this Agreement by either party without the consent of the other party; the parties agree that neither party will unreasonably withhold consent to such an assignment.

7.4. Termination for Default: If either party defaults in the performance of this Agreement or materially breaches any of its provisions, then the non-breaching party may terminate this Agreement by giving written notification to the breaching party. Termination will take effect immediately on receipt of notice by the breaching party or five days after mailing of notice, whichever occurs first. For the purposes of this paragraph, material breach of this Agreement includes, but is not limited to, the following:

- (a) Contractor's failure to satisfactorily complete the Contract Services;
- (b) City's material breach of any representation, warranty or agreement contained in this Agreement;
- (c) Contractor's material breach of any representation, warranty or agreement contained in this Agreement.

ARTICLE 8 INDEMNIFICATION

8.1. Indemnification: To the extent permitted by applicable law, Contractor will indemnify, defend and hold harmless City and each of its officers, employees and agents from and against any and all losses, damages, liabilities, claims, death, injuries or costs, including court costs and reasonable attorney's fees, (collectively, Damages) resulting from any act or omission of Contractor or any of its officers, employees, agents or subs related to this Agreement; provided, that the obligation to indemnify and hold harmless is only to the extent Contractor or any of its officers, employees, agents or subcontractors caused the Damages.

ARTICLE 9 GENERAL PROVISIONS

9.1. Governing Law: This Agreement shall be governed in all respects by the laws of the State of California, without giving effect to any choice or conflict of law provision or rule (whether of the State of California or any other jurisdiction that would cause the application of the laws of any jurisdiction other than the State of California). Venue for any matter related to this

Agreement shall be the Superior Court of the County of Santa Barbara. Contractor shall follow all applicable laws and regulations and shall obtain all permits, licenses, and certifications necessary for the performance of the Contract Services.

9.2. Attorney Fees: In the event of any litigation to enforce, or construe the terms of this Agreement, the prevailing party herein shall be entitled to recover reasonable attorney's fees and costs.

9.3. Section Headings: The section headings appearing herein shall not be deemed to govern, limit, modify or in any manner affect the scope, meaning, or intent of the provisions of this Agreement.

9.4. Interpretation: The terms and conditions of this Agreement shall be construed pursuant to their plain and ordinary meaning and shall not be interpreted against the maker by virtue of that party having drafted this Agreement.

9.5. Inconsistency: In the event any provision of this Agreement and the documents incorporated herein by reference are deemed to be in conflict, the provision in this Agreement shall prevail.

9.6. Entire Agreement: This Agreement constitutes the entire agreement between the Parties pertaining to the subject matter contained in it and supersedes all prior and contemporaneous agreements, representations, and understanding of the Parties. No amendment or modification of the amendment shall be valid unless evidenced in writing and executed by the parties thereto.

9.7. Successors and Assigns: Except as otherwise provided herein, the provisions hereof shall inure to the benefit of, and be binding upon, the successors, assigns, heirs, executors and administrators of the parties hereto. No party may assign any of its rights or obligations hereunder without the express written consent of the other party hereto, which consent may not be unreasonably withheld; provided, however, any party may assign any and all of its rights and interests hereunder to one or more of its affiliates and designate one or more of its affiliates to perform its obligations hereunder; provided, however, that such party remains liable for full and total performance of its obligations hereunder.

9.8. Notices: Any notices authorized to be given hereunder shall be in writing and deemed given, if delivered personally or by overnight courier, on the date of delivery, if a Business Day, or if not a business day, on the first Business Day following delivery, or if mailed, three days after mailing by registered or certified mail, return receipt requested, and in each case, addressed, as follows:

If to the Contractor to:

with a copy to:

If to City to:

City of Lompoc
Attn: City Manager
100 Civic Center Plaza
Lompoc CA 93436

And a copy to:

Aleshire & Wynder, LLP
Attn: Jeff M. Malawy
3701 Wilshire Blvd., Suite 725
Los Angeles, CA 90010

Or, if delivered by telecopy, on a Business Day before 4:00 p.m. local time of addressee, on transmission confirmed electronically, or if at any other time or day on the first Business Day succeeding transmission confirmed electronically, to the facsimile numbers provided above, or to such other address or telecopy number as any party shall specify to the other, pursuant to the foregoing notice provisions. When used in this Agreement, the term "Business Day" shall mean a day other than a Saturday, Sunday, Federal Holiday, or other day City's city hall is closed to the public.

9.9. Counterparts: This Agreement may be signed in several counterparts.

9.10. Expenses: Each party shall bear its own expenses incurred with respect to the preparation of this Agreement and the consummation of the transactions contemplated hereby.

IN WITNESS WHEREOF, the undersigned have executed this Agreement as of the date first written above.

CITY OF LOMPOC, a municipal corporation

Community Tree Service, LLC, a California limited liability company

By: _____
Dean Albro, City Manager

By: _____

Its _____

Attest:

By: _____
Stacey Haddon, City Clerk

By: _____

Its _____

Approved as to form:

By: _____
Jeff Malawy, City Attorney

EXHIBIT A**CONTRACT SERVICES**

In the event of any conflicts between the provisions in Exhibit A and the other terms of the Agreement, the other terms of this Agreement shall govern.

Project Description.

This contract is for multi-year “full service” non-exclusive Urban Forestry Services from an Independent Contractor including all labor, equipment and materials to provide structural trimming/pruning with picture documentation, Urban Forestry and Electric Division tree pruning, palm tree trimming, utility line clearance to P.U.C. Standards, tree removal, tree planting, emergency removal, stump grinding, and clean up and disposal of hanging limbs or damaged or down trees.

Safety.

Job site safety, both during and after working hours, is the sole responsibility of the Contractor. The Contractor, its employees, and subcontractors shall be familiar and comply with all applicable safety regulations and guidelines. The Contractor shall provide for and ensure public safety around the job site both during and after work hours, including but not limited to providing and maintaining adequate temporary traffic control as described later in this Exhibit A.

Unknown Obstructions.

Should any unknown obstructions be encountered during the course of this contract and any subsequent contract extensions, they shall be immediately brought to the attention of the department representative. The contractor shall be responsible for the protection of all existing infrastructure, property, equipment, furniture or utilities encountered within the work area.

Cleanup.

During performance and upon completion of work on their project, Contractor will remove all unused equipment and instruments of service, all excess or unsuitable material, trash, rubbish, and debris, and legally dispose of same, unless otherwise directed by these specifications. Contractors shall leave entire area in a neat, clean, and acceptable condition as approved by the department representative.

Services to Be Provided.

The work shall consist of trimming trees for routine maintenance, vehicle and pedestrian clearance, structural tree trimming, tree removal, stump grinding, utility clearance, and tree planting. Emergency work such as cleaning up of downed trees and removal of hanging limbs is included. Contractor shall have a biologist available to conduct wildlife surveys in trees and to be able to provide a written report.

The services to be performed by contractor shall consist of tasks as set forth in these specifications. These Specifications and this Agreement do not guarantee any specific amount of work.

Required Qualifications.

Proposer must hold a State of California Contractor's License C-49, Tree and Palm Contractor. This license shall remain current and in good standing for the duration of this contract, including any subsequent contract extensions.

Proposer must have and maintain full-time, permanently employed staff trained and certified in the tree maintenance industry. This will include the staffing of an arborist, certified through the International Society of Arboriculture (ISA) for the entire length of the contract as Site Supervisor (certification required), certified tree workers & certified utility tree trimmers as crew members. Contractor shall adhere to the M.B.T.A. (Migratory Bird Treaty Act).

Pruning Standards and Specifications.

All work shall conform to current Pruning Standards of the Western Chapter ISA and these specifications. In all cases the City's representative shall have complete and sole discretion in determining conformance and acceptability of trees trimmed by the Contractor. Trimmed trees rejected by the City's representative shall be excluded from payment.

Contractor shall comply with the most current standards of CAL OSHA, American National Standard Institute (ANSI) Z133, and International Society of Arboriculture (ISA) A-300.

Contractor shall provide and post "No Parking" signs 72 hours in advance of the work and distribute written notices to affected residents of the pending work. Notices shall be printed on both sides, English and Spanish.

Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced supervisor in tree trimming operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work. Contractor shall exercise such precautions as necessary when working adjacent to aerial and subterranean utilities.

All work with aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work shall not commence until the City's Electric Utility Division has provided a proper clearance. Work shall then commence in accordance with instructions from the City's Urban Forestry or Electric Division. In all work that causes excavation, the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

No hooks, gaffs, spurs on climbers will be used by anyone employed for such trimming.

Any vine plant growing on the trees shall be removed to ground level.

Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

Contractor shall maintain at least one (1) Bi-lingual English/Spanish speaking foreperson, on-site at all times.

When trimming fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut or when the work on the affected tree is complete.

Topping shall not be done without prior approval of the Urban Forestry Supervisor.

Specifications for "Street Tree Trimming".

Trees shall be trimmed to provide a minimum clearance of fourteen to fifteen (14-15) feet over the roadway and eight (8) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. All trimmed trees shall be left balanced, uniform, and in a safe condition when work is complete.

The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

Specifications for "Structural Tree Trimming".

Structural tree trimming will be performed on a "Special Request" basis only.

The Contractor will be given specific locations for Structural trimming in writing by the Urban Forestry Supervisor or prior to any work being performed.

Trees designated for Structural trimming shall be trimmed, shaped and thinned.

The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fourteen (14) feet over the roadway and eight (8) feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and trees shall be left safe and structurally sound.

The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close ½-inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting and tearing. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

Specifications for "Palm Tree Trimming".

Standard trim: remove all dead and live fronds so that the remaining healthy fronds are existing at an upward 30-degree angle in relation to a horizontal plant at the head of the palm tree. All frond sheaths shall be removed along the entire length of the tree.

Specifications for "Tree Removal".

Trees to be removed will be marked in a manner determined by the Urban Forestry Supervisor. Only those trees so marked shall be removed by the Contractor.

Trees shall be removed in a manner consistent with industry practice with the primary emphasis on the safety of the public and the protection of adjacent property. Stumps shall be ground to a minimum of twenty-four (24") inches below the level of the adjacent ground. Holes shall be filled with resulting mulch, plus additional topsoil if necessary, and raked level with the adjacent ground. All wood, debris and excess mulch shall be removed, and the surrounding area shall be raked and/or swept clean.

NOTE: If stump grinding does not follow within the same workday as removal, a safety barricade shall be placed and maintained over the stump until the stump grinding is complete.

The Contractor shall be responsible for contacting Underground Service Alert (USA) at 811 or Dig Alert Express on line at <https://www.digalert.org/digexpress.html> for the locating of underground utilities prior to stump grinding operations.

A chemical stump treatment may be required prior to stump grinding.

Specifications for "Electrical Line Clearance and Wildfire Mitigation (City Owned Electric Utility)".

Electrical Line Clearance and Wildfire Mitigation work will be determined, outlined, and inspected by the Urban Forestry and/or Electric Division Supervisors.

Work for the purposes of Electrical Line Clearance or Wildfire Mitigation shall be performed by qualified Electrical Line Clearance Arborists. These projects shall have two Electrical Line Clearance Arborists on site for the duration of the work. Prior to the beginning of any projects, the contractor shall provide evidence of all training and current certifications that qualify the Arborist to perform Electrical Line Clearance operations.

Tree type, growth habits, environmental conditions, and current ANSI Z133-2017 (any updates to this standard shall apply) shall be considered for all Electrical Line Clearance work to achieve, at minimum, a three-year trim cycle.

Contractor must provide before and after photos of all Electrical Line Clearance work, including work for the purpose of Wildfire Mitigation, at the end of each day. These photos may be submitted via text or email.

Specifications for "Planting".

Contractor shall plant trees as directed by the Urban Forestry Supervisor, including but not limited to staking and installing ties, trunk guards, and root barriers, to maximize tree health and survival. The City will provide the trees, stakes, tree ties, and nails for tree planting, and the Contractor shall provide all other materials and all labor and equipment necessary for a complete and proper installation. New trees are to be installed in accordance with the most current version of APWA Standard Plans for Public Works construction detail 520 and double staked per detail 518 double.

Specifications for "Emergency/On Call Work".

The Contractor shall be required to provide emergency/on call response to hanging limbs, wind damaged or downed trees. This may be at night, weekends and/or holidays including storm conditions. The Contractor will be given specific locations and the work to be done at each location via telephone call or e-mail from a City authorized representative. The Contractor shall be required to give an appropriate starting date and time and report back to the City Representative before and after completion of the work specified.

The Contractor is required to provide 24-hour emergency phone numbers and names of a minimum of two (2) contact individuals within one week of award of contract. Should the phone number or contact person change during the course of the contract, those changes must be provided to the City. In the event the Contractor cannot be contacted or fails to respond a penalty of \$1,000 per incident will be deducted from future Contractor work or the City may choose to cancel the Contract.

The Contractor shall be required to provide all traffic control required during his emergency operations. Should the work involve any high voltage lines the Contractor shall be required to notify the City's Electric Division in advance of any work performed.

Work performed under the emergency provision of this contract shall be paid for on a time and material basis. This shall include all labor, tools, equipment, disposal fees and materials necessary for doing the emergency work. The contractor shall supply a list of manpower and equipment rates to be charged and a markup percentage for materials and other costs. This list is to be supplied with the proposal.

Schedule of Work and Hours of Operation.

Prior to commencing work on each distinct project included within the Contracted Services, the Contractor shall submit and obtain written approval from the City's representative of either:

- 1) A proposed progress schedule for completion of the work detailing locations, order, and quantities of work to be completed each day or week as appropriate; or
- 2) A statement of the Contractor's acceptance of such a progress schedule prepared or revised by the City's representative.

The general hours of operations shall be 9:00a.m. to 3:00 p.m. on major streets and 7:00a.m. to 4:00 p.m. on residential streets, with respect to any chipping, cutting, or other operations generating harsh or unusual noise. Days of operation shall be Monday through Friday. No work shall be performed on Sunday except during emergency situations. These hours may be adjusted with the approval of the Urban Forestry Supervisor.

In addition, the Contractor shall meet with the City's representative before scheduled work begins in the Urban Forestry Division office. The purpose of the meeting is to review the week's work, receiving special instructions and to discuss any problems that may be encountered on the job.

Clean Up.

Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned. The Urban Forestry Supervisor or his authorized representative shall be the sole judge as to the adequacy of the cleanup.

Each day's scheduled work shall be completed and cleaned up. **No brush, leaves, debris or equipment is to be left on the street overnight under any circumstances.**

Examination of Site Work.

This signed agreement will be considered prima facie evidence that the Contractor has carefully examined the site of work, the proposal and this agreement, and is satisfied as to the conditions to be encountered, as to the character, quality and quantities of work to be performed and as to the requirements of this agreement.

Disposal of Materials.

All tree branches, brush, tree trunks, and other materials produced as a result of the Contractor's operations under this contract become the property of the Contractor and will be reduced, reused, recycled, and/or transported to the Landfill. High quality mulch may be accepted by the City for use in their Wood Waste Utilization Program.

Inspection.

The Urban Forestry Supervisor, or his designated representative, shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship and character of materials and equipment used and employed in the work. The inspection of the work shall not relieve the Contractor of any obligation to fulfill the contract and/or complete the project described. Defective work shall be made good, notwithstanding the fact that the Urban Forestry Supervisor or his designated representative may have previously overlooked such defective work and accepted it for payment.

Picture Documentation.

Contractor is to supply, at no cost to the City, representative pictures of "Before and After" trimming that are suitable for reproduction when requested by the City.

Traffic Safety Program.

Contractor shall conform to all City of Lompoc and CalTrans Traffic Safety requirements and operating rules at all times while this contract is in effect.

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. All traffic safety equipment must be approved for use by the City, prior to use.

Contractor shall submit traffic control plans to the Urban Forestry Supervisor at least ten (10) days prior to starting work that requires such plans, and shall submit all necessary plans and other required traffic control submittals to Caltrans according to Caltrans' required schedule. Illuminated arrow boards, signs, barricades, delineators and/or cones shall be used to identify work site and control traffic for vehicular and pedestrian safety.

End of Day and End of Project Performance Measures.

Contractor is responsible for notifying, via email or text message, the Urban Forestry Supervisor of work completed, i.e. locations, tree type, etc., at the completion of each workday. At the completion of each project, the Contractor shall supply the Urban Forestry Division with a written report of work completed and is to include all pre & post work inspection notes.

The City of Lompoc reserves the right to adjust quantities required under any agreement that arises from this solicitation. The Urban Forestry Supervisor will determine these adjustments relative to the needs of the City of Lompoc.

Rejection of Work.

Bidder agrees that the City has the right to make all final determinations as to whether the work has been satisfactorily completed.

Measurements.

It is the responsibility of the bidder to make all measurements to determine their price. The City will not be responsible for determining the quantities of materials necessary to complete the work specified.

Nondiscrimination.

Contractors shall not unlawfully discriminate against, harass, or allow harassment against any employee or applicant for employment because of race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, genetic information, marital status, sex, gender, gender identity, gender expression, age (over 40), sexual orientation, or veteran or military status, or allow denial of family-care leave, medical-care leave, or pregnancy-disability leave, or any other protected status. The contractors shall ensure that the evaluation and treatment of their employees and applicants for employment are free of such discrimination and harassment. Contractors shall comply with the provisions of the Fair Employment and Housing Act (Gov. Code section 12900 et seq.) and the applicable regulations promulgated thereunder (California Code of Regulations, title 2, section 11000 et seq.). The applicable regulations of the Fair Employment and Housing Commission implementing Government Code section 12990 (a)-(f), set forth in Chapter 5 of Division 4.1 of title 2 of the California Code of Regulations, are incorporated by reference and made a part hereof as if set forth in full. The Grantee and its contractors shall give written notice of their obligations under this clause to labor organizations with which they have a collective bargaining or other agreement.

Completion and Acceptance of Work.

The Contractor shall perform all Contract Services as required in this Agreement, including but not limited to the requirements of Exhibits A and B and all standards and documents referenced therein. Contractor shall provide detailed written notification to the Urban Forestry Supervisor at the end of each work day including all work completed, noting for each work

location, the services performed, numbers and sizes of each type of tree which received each type of service, time of beginning and completion of work, and number of staff employed in such work. At the completion of each distinct project performed under the Agreement, and attached to each invoice for payment, the Contractor shall submit to the Urban Forestry Supervisor a detailed written report of all project work completed, or included within that invoice for payment, which includes all of the data required to be submitted at the each of each work day as well as all pre & post work inspection notes and photos.

The City's Urban Forestry Supervisor or its designated representative will review the daily written notifications from the Contractor, the completed work in the field, and the detailed written reports submitted by the Contractor and will provide comments, corrections, and feedback to Contractor as necessary. Any work which the City's Urban Forestry Supervisor or its designated representative determines to be unacceptable or incomplete shall not be paid until such time that Contractor corrects and completes such work as is acceptable to the City.

EXHIBIT B**COMPENSATION FOR CONTRACT SERVICES**

In the event of any conflicts between the provisions in Exhibit B and the other terms of the Agreement, the other terms of this Agreement shall govern.

Invoices shall be submitted by the Contractor with the required written reports of work performed and all other necessary supporting data, no more frequently than once per month, as required in Article 5 of this Agreement. Each item of completed work included in invoices shall be supported by the address, tree species, caliper, variety (Botanical and Common), work date, work type, tree condition and such other data required by the Urban Forestry Supervisor, all in the format required by the City.

Payment will be made according to the unit price schedule included herein for actual unit quantities which were authorized by the City in advance and were acceptably completed as determined by the City's Urban Forestry Supervisor, up to the limit of the agreed not-to-exceed contract value.

Price Adjustment.

After twenty-four (24) months of this agreement, upon written request (with a letter of cost justification) by the Contractor, and agreement by the City, the item prices may be adjusted by an amount not to exceed the increase or decrease in the "CPI ALL Urban Consumers Index" during the previous twelve (12) months. The percentage increase or decrease, in the "previous twelve months" shall mean the twelve (12) month period ending June 20th of that year, or if not available, the prior month.

UPDATED COST PROPOSAL

The cost proposal will be evaluated on the basis of this estimate of first year work. Years one and two will be based on this proposal. Cost proposals should be provided separately in a sealed envelope. Indicate company name, RFP number and "Cost Proposal" on outside of envelope

Description	Unit Cost
Tree Trimming - Programmed Grid Tree trimming with picture documentation for all trees	\$ 225
Washingtonia robusta (Mexican Fan Palm)	\$ 175
Syagrus romanzoffiana (Queen Palm)	\$175
Tree Removal w/Stump Removal	
Removal costs - Less than 20' feet in height	\$ 450
Removal costs - 20'-30' in height	\$ 1,000
Removal costs - 30'-40' in height	\$ 2,000
Removal costs - Over 40' in height	\$ 2,000
Other Services	
Emergency Work weekends, nights and storms On per hour rate basis. Indicate hourly rate	\$ 150
Biologist hourly rate	\$ 150
Emergency Work Holidays. Indicate hourly rate	\$ 150
3-man crew hourly rate for Line Clearing	\$ 270
Christmas Tree Disposal Services, two week period. Two member crew, Chipper and disposal. Indicate hourly rate	\$ 150
The following discounts will be considered in award of bid: Discount for payment of invoice within 20 days of receipt of invoice	
	1.5 %
COOPERATIVE PURCHASING: The successful proposer may agree to extend all terms and conditions to other tax-supporting agencies upon their request. These agencies will issue their own purchase order and be billed directly by supplier. Vendor's agreement or disagreement must be stated and will not affect proposal evaluation.	<input checked="" type="checkbox"/> Yes <input type="checkbox"/> No

The City of Lompoc reserves the right to adjust quantities to this contract. The Urban Forestry Supervisor will determine these adjustments relative to the needs of the City of Lompoc.