



CITY OF LANCASTER

COMMUNITY DEVELOPMENT AND PARCS DEPARTMENT

(Planning, Permitting, Beautification, & PARCS)

Request for Proposal (RFP) 827-24

TREE TRIMMING SERVICES

SUBMIT TO:

OFFICE OF THE CITY CLERK

LANCASTER CITY HALL
"RFP 827-24 Tree Trimming"
44933 FERN AVENUE
LANCASTER, CA 93534

BIDS MUST BE RECEIVED PRIOR TO 11:00 A.M. (10:59:59) ON TUESDAY,

MAY 28, 2024.

For questions concerning this RFP contact by email:

bidinquiries@cityoflanasterca.gov

**NOTICE REQUESTING PROPOSALS (RFP) FOR
TREE TRIMMING SERVICES**

The City of Lancaster will receive sealed proposals from qualified Contractors at the office of the City Clerk at Lancaster City Hall, 44933 Fern Avenue, Lancaster California 93534 for RFP 827-24 TREE TRIMMING SERVICES prior to 11:00 a.m. Tuesday, May 28, 2024.

All proposals (an original and three copies) are due by 11:00am (10:59:59) on May 28, 2024. Any proposals or samples received at the designated location after the required time and date specified for receipt shall be considered late and non-responsive. **Proposals and packages containing product samples must be clearly marked on the outside with the name of the Vendor and the RFP title.** It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place and by the time specified in the RFP. **Email and facsimile responses will not be considered.** Any late proposals shall be returned unopened, to the vendor,

The services to be performed by the successful Contractor are described in Exhibit A, Scope of Services and Specifications within RFP No. 827-24.

The City will conduct a pre-proposal meeting at 11:00 AM on Tuesday, May 14, 2024, at City of Lancaster's City Hall, 44933 Fern Avenue, Lancaster, CA 93534, in the lobby. Attendance at the meeting is not mandatory; however, it is recommended that those intending to submit a proposal attend the meeting. Please contact Purchasing at bidinquiries@cityoflanasterca.gov for questions regarding this meeting.

Proposals shall be sealed, and clearly marked "RFP 827-24 Tree Trimming Services." All responsive proposals shall be reviewed and evaluated by the City to determine which Contractor best meets the City's needs for this project by demonstrating the competence and qualifications necessary for the satisfactory performance of the required services. The criteria by which the City shall evaluate proposals are set forth in the Request for Proposals.

The City of Lancaster reserves the right to reject any or all proposals, to delete portions of any and all proposals, to waive any informality or irregularity in any proposal received or in the RFP procedures, and to be the sole judge of the merits of the qualifications received. Be advised that unauthorized conditions, limitations, or provisions attached to the Proposal may render it unresponsive and may cause its rejection. The completed Proposal forms shall be submitted without interlineations, alterations, or erasures. Oral, telegraphic, or telephonic proposals or modifications will not be considered. The award, if made, will be made to the most qualified vendor based on the criteria set forth in the RFP documents.

REQUEST FOR PROPOSAL TREE TRIMMING SERVICES

INTRODUCTION

The City of Lancaster (the “City”) is requesting proposals for Tree Trimming Services in accordance with this Request for Proposals (RFP). The selected Contractor will provide Tree trimming Services throughout area of the City. The Contractor shall provide all equipment, supplies, insurance, training, and personnel for tree trimming and disposal of trim waste as described in **Exhibit A – Scope of Services**. This RFP contains the information and documents necessary to prepare and submit a responsive proposal. Proposers are responsible for complying with all requirements identified herein. By submitting a finished proposal packet, the Proposer represents that it has thoroughly examined and become familiar with the work required within this proposal and that it can perform quality work to achieve the City’s objectives. Requests for modifications to the submitted proposal packet on the grounds that the Proposer was not fully informed as to any fact or condition will not be allowed. The City reserves the right to accept or reject any Proposal, or portions thereof, or to waive any informalities or irregularities within the proposals.

INSTRUCTIONS TO CONTRACTORS

EXAMINATION OF WORK SITES

Contractors are responsible to personally examine the locations of the proposed work to understand the actual conditions and requirements of the work and shall not at any time after the submission of the proposal, dispute, complain or assert that there was any misunderstanding in regard to the nature or amount of work to be done. Contractors shall not disturb City employees at any site or location, nor disturb any occupants of buildings on site.

QUESTIONS REGARDING THIS RFP

Any questions or requests for interpretation or clarification, either administrative or technical, about this RFP must be submitted in writing to bidinquiries@cityoflancasterca.gov prior to 11 a.m. Thursday, May 16, 2024.

Oral statements concerning the meaning or intent of the contents of this RFP by any person is unauthorized and invalid. The City will not be responsible for any other explanation or interpretation of the RFP, or for any oral instructions. Any contact with City personnel other than identified above regarding this RFP may disqualify a Contractor.

CLARIFICATION STATEMENTS

For clarification purposes, the words “Contractor”, “Vendor”, “Supplier”, “Company”, “Proposer” and “Bidder” shall be read to be one and the same. The words “Contract” and “Agreement” shall

be read to be one and the same. The words “Bid”, “Quote”, and “Proposal” shall be read to be one and the same. “City of Lancaster” and “City” shall be read to be one and the same. “Request for Proposal” and “RFP” shall be read to be one and the same.

NO CONTACT POLICY

After the date and time established for receipt of proposals by the City, any contact initiated by any Contractor with any City representative, other than the representative listed herein, concerning this Request for Proposals is prohibited. Any such unauthorized contact may cause the disqualification of the Contractor from this procurement transaction.

PROPRIETARY MATERIAL

Be advised that all information contained in proposals submitted in response to this solicitation may be subject to the California Public Records Act (Government Code §6250 et. seq.), and information’s use and disclosure are governed by this Act. Any information deemed confidential or proprietary should be clearly identified as such. It may then be protected and treated with confidentiality only to the extent permitted by state law.

COMPLETION OF PROPOSAL

Proposals shall be completed in all respects as required by this RFP. A proposal may be rejected if conditional or incomplete, or if it contains any alterations or other irregularities of any kind and will be rejected if any such defect or irregularity can materially affect the quality of the proposal. Proposals which contain false or misleading statements may be rejected. If, in the opinion of the City’s selection committee, such information was intended to mislead the City in its evaluation of the Proposal, and the attribute, condition, or capability is a requirement of this RFP, the Proposal will be rejected. Statement made by a Contractor shall also be without ambiguity, and with adequate elaboration, where necessary, for clear understanding. Unauthorized conditions, exemptions, limitations, or provisions attached to a Proposal will render it non-responsive and may cause its rejection.

The Contractor, in responding to this RFP, must submit Proposals in the format identified in this RFP. The Proposal must address all requirements of the RFP even if a “no response” is appropriate.

Costs for developing Proposals are entirely the responsibility of the Contractor and shall not be chargeable to the City.

Only one Proposal is to be submitted by each Contractor. Multiple Proposals will result in rejection of all Proposals submitted by the Proposer.

PROPOSAL FORMAT AND CONTENT

Proposals should be prepared in such a way as to provide a straightforward concise delineation of capabilities to satisfy the requirements of this RFP. Responses should emphasize the Contractor's **demonstrated** ability to perform work of this type. Emphasis should be concentrated on completeness and clarity of content.

Proposals shall adhere to the following format for organization and content. Proposals must be typed and arranged/divided in the following sequence to facilitate evaluation:

1. Cover Letter

The cover letter shall include a brief general statement of intent to perform the services and confirm that all elements of the RFP have been reviewed and understood. The letter should contain a summary of the Contractor's qualifications and the Contractor's willingness to enter into an agreement under the terms and conditions prescribed by this RFP.

2. Company Information

This section should include contact person (contract/project manager) information, address and telephone number of the company main office and branch offices that may provide service to the City. Any supplemental information that Contractor believes may be pertinent to the selection process may be provided here. If the Contractor is a joint venture, each party of the joint venture shall submit the required forms stated in this RFP.

3. Company Personnel

This section should contain names, contact numbers and description of experience, including licenses and/or certifications, and job classifications of all personnel who would be assigned to perform work under the Contract.

Note: All supervisors must have a minimum of five (5) years actual field experience and adequate technical background. Subcontractors' names and city of business shall be complete and legible. Clearly state that portion of work to be performed by each subcontractor listed, by trade, and the by estimated dollar amount. Contractor may be required to submit additional information regarding the experience and qualifications of subcontractors. Contractor shall be required to perform, with its own forces, contract amounting to at least 75% of the total contract price.

4. Experience and References

Contractor shall provide evidence of three (3) years of experience engaged in Tree Trimming Services for a Southern California Public Agency of comparable size and scope. Contractor shall provide evidence of three (3) references of Public Agencies contracts for work similar in nature and scope to the work for which this proposal is being submitted. Such work or contracts must have been performed or under contract during the past three (3) years. The references shall include names, addresses, current email and telephone numbers of the clients for whom the prior work was performed and include an explanation of the services provided to these clients. Supervisors must

have a minimum of five (5) years recent experience working with Public Agencies of comparable size and scope.

5. Equipment List

Contractor shall provide a list of equipment to be used, including make, model, and year of equipment. The City shall not provide storage facilities for Contractor's operations. Contractor shall provide all necessary facilities for the storage of equipment, parts, supplies, and equipment maintenance.

6. Labor Compliance Requirements (Prevailing Wage/ SB 854)

Contractor must comply with all labor compliance requirements including but not limited to prevailing wage requirements, SB 854, Labor codes §1771.1 and §1725.5, Public Works Contractor Registration Program.

No contractor or subcontractor may be listed on a bid proposal for a city tree trimming project (submitted on or after May 1, 2024) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code section 1771.1(a)].

No contractor or subcontractor may be awarded a contract for tree trimming services (awarded on or after May 24, 2024) unless registered with the Department of Industrial Relations pursuant to Labor Code section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor will post job site notices prescribed by regulation.

7. Pricing

The Contractor shall provide pricing for all work necessary to conduct Tree Trimming Services as defined by **Exhibit A - Scope of Services. Include the Proposed Schedule of Pricing as shown in Attachment A.** The Schedule shall include, as needed, section, and emergency work as described in Scope of Services, in the Schedule.

8. Statement Regarding Insurance / Exceptions to Agreement

The Contractor shall include a statement acknowledging that Contractor is capable of obtaining and maintaining the insurance requirements as included in the Insurance Section of Exhibit B. If Contractor is unable to provide evidence of the required insurance, the City may find the Contractor non-responsive. The Contractor shall list any exceptions to the Sample Agreement attached (Exhibit B).

9. Signature Sheet

The Contractor shall complete the included Signature Sheet and include with the Proposal

submission.

10. Compliance With Law

The Contractor shall keep itself informed concerning and shall render all services hereunder in accordance with all ordinances, resolutions, statutes, rules, and regulations of the City and any federal, State, or Local government entity having jurisdiction in effect at the time services is rendered.

11. Licenses and Permits

The City requires the issuance of a City Business License as a condition precedent to being engaged as a Contractor or Sub-contractor within the City. The Contractor is responsible for applying for and obtaining a Business License from the City. The Contractor is responsible for ensuring that all subcontractors apply for and obtain a Business License from the City. The Contractor shall submit proof of Business License at the they provide the City with the required bonds and certificates of insurance and endorsements.

The Contractor is responsible for obtaining the required permits and certifications for the application of herbicides and pesticides as required to adequately perform the tree service duties stated in the RFP. The Contractor shall ensure that all subcontractors obtain the required permits and certifications for the application of herbicides and pesticides to adequately perform the duties stated in the RFP. The Contractor shall submit proof of the relevant permits and certifications at the time they provide the City with the required bond and certificates of insurance and endorsements.

EXAMINATION OF RFP AND WORK SITE

The Contractor shall carefully examine the RFP and the locations/sites of the work contemplated. The submission of a Proposal shall be conclusive evidence that the Contractor has investigated and is satisfied as to the conditions to be encountered, as to the character, quality, and quantities of work to be performed and materials to be furnished, the difficulties to be encountered, and to the requirements of the Proposal, RFP, and other Contract documents.

ERRORS AND OMISSIONS

If, prior to the date fixed for submission of Proposals, a Contractor discovers any ambiguity, conflict, discrepancy, omission, or other error in this RFP or any of its appendices or exhibits, s/he shall immediately notify the City of such error in writing and request modification or clarification of the document. Modifications shall be made by written Addenda to the RFP.

Interested vendors may submit request for clarifications in email or writing. The City will compile all requests and provide responses in written format to all vendors who have furnished or requested an RFP.

If vendor fails to notify the City, prior to the date fixed for the submission of Proposals, of an error

in the RFP know to the vendor, or an error that reasonably should have been known to the vendor, vendor shall submit its Proposal at his/her own risk, and if vendor is awarded a Contract, vendor shall not be entitled to additional compensation or time by reason of the error or its later correction.

ADDENDA TO PROPOSAL

The City may modify the RFP, any of its key actions, dates, or any of its attachments, prior to the date fixed for submission of Proposals by issuance of an Addendum to potential Contractors. Such Addendum shall also be posted on the City's website. Contractor shall acknowledge receipt of all Addenda in their Proposal. Any Addenda issued during the time for submission of proposals will be made part of the Agreement.

EXECUTION OF PROPOSAL

The full name, business address, zip code, and business telephone number (with area code) of individual, partnership, joint venture, or corporation submitting a Proposal shall be typewritten on the Proposal. The Contractor shall ensure that the Proposal is signed by an authorized signatory. No stamped or facsimile signatures will be accepted.

An individual submitting a Proposal shall sign and give his/her name and address.

A partner shall sign for a partnership and the names, titles, and addresses of all partners shall be given. A joint venture shall follow the same requirements.

An authorized corporate officer shall sign for a corporation, with corporate seal affixed, and the names, titles, and addresses of all officers of the corporation shall be given. A signature other than a corporate officer's will be accepted if an authenticated power of attorney or corporate resolution is attached.

WITHDRAWAL OF PROPOSAL

A Proposal may be withdrawn after its submission by written or facsimile request signed by the Consultant or authorized representative prior to the time and date specified for Proposal submission. Proposals may be withdrawn and resubmitted in the same manner if done so before the Proposal submission deadline. Withdrawal or modification offered in any other manner will not be considered.

PROPOSALS BECOME THE PROPERTY OF THE CITY

Proposals become the property of the City and information contained therein shall become public documents subject to disclosure laws after the contract is awarded. (Government Code Section 6250 et seq.). The City reserves the right make use of any information or idea contained in the proposal.

Contractor must notify the City in advance of any proprietary or confidential materials contained

in the Proposal and provide justification for not making such material public. The City will have the sole discretion to disclose or not disclose such material subject to state law.

All materials, ideas and formats submitted in response to this RFP will become the property of the City upon receipt.

LIST OF SUBCONTRACTORS

The Contractor shall submit with his Proposal a list of the name and address of each subcontractor who will perform work included in the Contract if awarded, and the portion of work that will be completed by each subcontractor.

EVALUATION OF PROPOSALS

A committee of at least three staff shall evaluate all Proposals. All Proposals shall be reviewed to verify that the Contractor has met the minimum requirements as stated in this RFP. Proposals that have not met the minimum content or quality standards, do not provide references, or take unacceptable exceptions to the RFP or the City’s Sample Agreement (Exhibit B) will be rejected as non-responsive.

Proposals will be evaluated on the following criteria:

- Qualifications and Experience of Business 35%
- Responsiveness and Completeness of Proposal 15%
- Verification of References 10%
- Local Preference (Lancaster) 10%
- Proposed Cost to Provide Services 30%

The City reserves the right to award the Contract as complete, or any part thereof, as deemed to be in the best interest of the City.

The City reserves the right to make observations of existing sites being maintained by the Contractor to evaluate the facilities and/or sites and determine the level of maintenance being performed. These visual observations, if made, will be used in the evaluation process.

The most qualified Company(ies) may be asked to participate in an oral interview to discuss in greater detail the content of their Proposal. The City will notify finalists, if interviews are conducted, of the date and time of the interview. The most highly qualified Company/Contractor shall then enter into exclusive negotiations with the City to formalize the Agreement, Scope of Services, and Compensation. These negotiations will address a fair and reasonable price for services and the terms of the Scope of Services. If the City is unable to obtain a fair and reasonable price or cannot reach an agreement regarding the terms and compensation for the Scope of Services, then the City will end negotiations with that Company and begin negotiations with the next Company which best meets the needs of the City, and so on until the City can reach an

agreement with a qualified Company.

REJECTION OF PROPOSALS

The City may reject any and all Proposals and may waive any immaterial deviation in a Proposal. The City's waiver of an immaterial defect shall in no way modify this RFP or excuse the Contractor from full compliance with this RFP and/or Contract documents if awarded the Contract. Proposals that include terms and conditions other than the City's terms and conditions may be rejected as non-responsive. The City may make investigations as deemed necessary to determine the ability of the Contractor to perform the work, and the Contractor shall furnish to the City all such information and data for that purpose as requested by the City. The City reserves the right to reject any Proposal if the evidence submitted by, or investigation of, such Contractor fails to satisfy the City that the Contractor is properly qualified to carry out the obligations of the Agreement and to complete the work described therein.

AWARD OF CONTRACT

Award of Contract or rejection of Proposals will be made by the City within thirty (30) calendar days following the Proposal due date. The City reserves the right to modify the Award of Contract or rejection date as best meets the needs of the City. The City reserves the right to reject any or all Proposals in response to this RFP in the best interest of the City. The City further reserves the right to waive any informalities or irregularities in the Proposals. The City shall not be liable for any cost incurred in connection with the preparation and submittal of any Proposal.

Award, if any, will be to the Contractor whose Proposal best complies with the requirements of this RFP.

The City reserves the right to award the Contract as complete, or any part thereof, including any and all schedules, locations, additive alternatives, or extra work.

CONTRACT TERM

The total term of the Agreement may extend for a period of not to exceed five (5) years. The initial terms of the Agreement will be for three (3) years beginning approximately July 1, 2024. At the option of the City, the Agreement may be extended for two (2) additional one (1) year terms based upon acceptable performance by the Contractor and acceptable fees, and subject to the same terms and conditions of the Agreement.

The contract is subject and contingent upon funds being appropriated by the City Council each fiscal year. If such appropriations are not made, the contract shall automatically terminate without penalty to the City.

CONTRACT DOCUMENTS - PRECEDENCE

In submitting a Proposal, the Contractor agrees to enter into an Agreement with the City in a substantially similar form to the Sample Agreement attached (Exhibit B). The Agreement to be executed by the successful Contractor will generally conform to the content of the attached Sample Agreement; however, the City reserves the right to update the Agreement to its current standards at the time the City makes an award. Contractors are advised that the indemnification and insurance provisions contained in the Sample Agreement are mandatory and not subject to revision.

In the event of a conflict existing between documents, the following order of precedence shall apply:

- Agreement
- Addenda, if any
- City Request for Proposals
- Contractor's Response to the Request for Proposals

EXECUTION OF AGREEMENT

After Contract award, the following Contract documents shall be signed and returned within ten (10) business days from the date the City mails, or by other means, delivers said documents to the Contractor.

- A. Agreement in the form included herein, properly executed by the Contractor.
- B. Properly executed policies or Certificates of Insurance, including an Additional Insured Endorsement for each policy.

No Agreement shall be binding upon the City until all documents are fully executed by the Contractor and the City.

FAILURE TO EXECUTE THE AGREEMENT

Failure to execute the Agreement and furnish the required insurance, within the required time period shall be just cause for the recession of the award. If the successful Contractor refuses or fails to execute the Agreement, the City may award the Agreement to the next qualified Contractor.

CANCELLATION

The City reserves the right to cancel this RFP at any time should it be deemed to be in the best interest of the City. No obligation either expressed or implied exists on the part of the City to make an award based on the submission of any Proposal.

OUTCOME-BASED CONTRACT AND INSPECTION PROBLEM RESOLUTION PROCESS

The City will regularly inspect the Contractor's work and determine whether the standard outlined in the Scope of Services, Exhibit A, are being met. Contractor will be paid for all work that meets standards. The Contractor will not be paid for work that does not meet standards. If an area does not meet City standards, it will be considered "unsatisfactory." Contractor will not be paid for "unsatisfactory" work until conditions are improved and meet standards. Contractor will not be paid an additional amount for remedial work required to improve "unsatisfactory" areas. City staff will work closely with the Contractor's representatives to achieve the results described in the Scope of Services.

The parties will observe the following problem resolution process:

- Written notice of problem
- Field conference with City inspector and Contractor field representatives to identify problem and agree on solution as presented by Contractor
- Conference between City representative and Contractor's supervisor or management representative
- Imposition of penalties or correcting defect at Contractor's cost
- Termination of Contract, in part or in whole.

ADMINISTRATIVE CONTACT

Any questions regarding contractual terms and conditions, proposal format, technical specifications, or Scope of Services requirements shall be directed to bidinquiries@cityoflancafterca.gov.

DUE DATES

All Proposals are due by 11:00 (10:59:59) A.M. on Tuesday, May 28, 2024. Any Proposal received after the required time and date specified for receipt shall be considered late and non-responsive. It is the responsibility of the Proposer to ensure that the Proposal is delivered to the place by the time specified in this RFP. Any late Proposals will not be accepted.

SCHEDULE OF EVENTS

The City reserves the right to modify the content or schedule of these events at any time, for any reason.

Event	Date
RFP Distribution	May 1, 2024
Pre-Bid Meeting	11:00 am, May 14, 2024
Last Day to Submit Questions	11:00 am, May 16, 2024
Last Day to issue Addendum	May 20, 2024
Proposal Due Date	11:00 am, May 28, 2024
Proposal Evaluation by Committee and Selection Process	Week of June 3rd, 2024
Expected Contract Awarded by City Council	June 11, 2024
Expected Contract Start	July 1, 2024

SIGNATURE SHEET

My signature certifies that the proposal as submitted complies with all terms and conditions as set forth in RFP No. 827-24.

My signature certifies that this firm has no business or personal relationships with any other companies or person that could be considered a conflict of interest, or potential conflict of interest to the City of Lancaster, pertaining to any and all work or services to be performed as a result of this request and any resulting Contract with the City.

The Contractor hereby certifies that it has:

- γ Examined the local conditions.
- γ Read each and every clause of this RFP.
- γ Included all costs necessary to complete the specified work in its proposed prices.
- γ Agreed that if it is awarded the Contract, it will make no claim against the City based upon ignorance of local conditions or misunderstanding of any provision of the Contract. Should conditions turn out otherwise than anticipated by it, the Contractor agrees to assume all risks incident thereto.

I hereby certify that I am authorized to sign as a Representative for the Firm: Name

of Firm: _____

Address: _____

Fed ID No: _____

Name (print & sign): _____

Title: _____

Telephone: _____ Fax: _____

Email: _____ Date: _____

To receive consideration for award, this signature sheet must be returned with the Proposal.

Attachment A
Proposed Schedule of Pricing
TREE TRIMMING SERVICES – RFP 827-24

Base Pricing Summary Page

Contractor Name: _____

Contractor Signature: _____

Service Requested	Cost Per Tree	Cost Per Tree Section
Trims	\$	\$
Line Clearing	\$	\$
Right of Way Clearing	\$	\$
Removal DBH < 12"	\$	\$
Removal DBH 13"-24"	\$	\$
Removal DBH > 24"	\$	\$
Planting 15 gallon	\$	\$
Planting 24" Box	\$	\$
Planting 36" Box	\$	\$
Stump Grind Hourly Rate	\$	\$
Emergency Removal < 12" Each Tree	\$	\$
Emergency Removal 13" – 24" Each Tree	\$	\$
Emergency Removal > 24" Each Tree	\$	\$
Emergency Tree Work: Per Hour Charge *Response Includes 1 Aerial Lift Boom Truck w/Chipper and 3-man crew (4 Hour minimum)	\$	\$

Exhibit A Scope of Work

Tree Trimming Services

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

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

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

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

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

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

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

Tree Maintenance

All tree pruning shall comply with good arboriculture practices for the species of tree being trimmed and

shall follow ANSI A300 standards. The Contractor shall also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation." published by the American National Standard Institute, Inc., 1430 Broadway, New York, 10018. The City shall determine if the contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default if they consistently fail to comply with the standards.

Tree Removal

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

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

Tree Planting

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

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

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

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

In some cases, root barriers may be required. The City will make the determination. Should a root barrier

be required, the contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages hardscapes and creates hazards.

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

Emergency Response

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

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

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

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

Operational Guidelines

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

Performance Standards

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

Equipment

- 1) The Contractor shall furnish equipment of a type and quantity to perform the **work** satisfactory. If, in the opinion of the Project Manager, the Contractor has insufficient equipment on the job to satisfactorily complete the work within the required time, the Contractor shall immediately provide additional equipment as directed by the Project Manager.
- 2) The City reserves the right to inspect all equipment before it is placed in or while it is in service. If at any time, the Project Manager determines that any equipment is deficient in any way, the Contractor shall remove the equipment from service immediately, and the equipment shall remain out of service until the deficiency is corrected to the satisfaction of the Project manager. Inspection and approval of the Contractor's equipment by the Project Manager shall not relieve the Contractor of responsibility or liability for injury to persons or damage to property caused by the operation of the Contractor's equipment.
- 3) As a minimum, all equipment operated on a roadway shall be legally equipped and marked. Contractor is responsible for determining legal requirements.

Damages

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

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

Damage by Others

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

Communication

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

GPS tree Inventory Scope of Work

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

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

EXHIBIT B – (SAMPLE AGREEMENT)
AGREEMENT FOR CITYWIDE TREE TRIMMING SERVICES

THIS AGREEMENT FOR CITYWIDE TREE TRIMMING SERVICES (this “AGREEMENT”) is made and entered into this DATE, by and between the CITY OF LANCASTER, a municipal corporation and charter city (the “OWNER”), and CONTRACTOR (the “CONTRACTOR”).

RECITALS

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

RFP 827-24- CITYWIDE TREE TRIMMING SERVICES

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

NOW, THEREFORE, the parties agree as follows:

1. Parties.

The parties to this AGREEMENT are:

OWNER: City of Lancaster.

CONTRACTOR: NAME

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

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

CONTRACTOR INFORMATION HERE

3. **Successors and Assigns.** The terms hereof shall be binding upon and inure to the

benefit of the successors and assigns of the parties hereto; provided, however, that no party hereto shall assign any of the benefits and burdens hereunder, whether voluntarily or by operation of law, without prior written consent of the other party, and any such assignments without said consent shall be void.

4. **Incorporation by Reference.** The OWNER'S RFP 827-24 and the CONTRACTOR'S Proposal is hereby incorporated in and made a part of this AGREEMENT. CONTRACTOR agrees to comply with all of the requirements set forth therein.

5. **Precedence of AGREEMENT Documents.** If there is a conflict between AGREEMENT documents, the document highest in precedence shall control. The precedence shall be:

First: This AGREEMENT

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

Third:
The CONTRACTOR'S Proposal

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

7. **Obligations of the OWNER.**

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

8. Obligations of the CONTRACTOR.

- A. CONTRACTOR shall perform as required by this AGREEMENT. CONTRACTOR also warrants on behalf of itself and all subcontractors engaged for the performance of this AGREEMENT.
- B. CONTRACTOR shall be responsible for payment of all employee's and subcontractor's wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security.

9. Payment of Prevailing Wage.

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

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

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

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

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

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

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

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

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

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

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

13. Non-Discrimination and Equal Employment Opportunity.

A. In the performance of this AGREEMENT, CONTRACTOR shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, religion, ancestry, sex, national origin, physical or mental disability or age. CONTRACTOR will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment without regard to their race, color,

religion, ancestry, sex, national origin, physical or mental disability or age. Affirmative action relating to employment shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment; layoff or termination; rates of pay or other forms of compensation; and selection for training including apprenticeship.

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

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

15. Termination for Cause.

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

(1) If CONTRACTOR fails to perform the services required by this AGREEMENT within the time specified herein or any authorized extension thereof; or

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

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

C. If this AGREEMENT is terminated as provided above in paragraph A,

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

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

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

17. Insurance.

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

Commercial General Liability

Each Occurrence \$2,000,000

Per Project General Aggregate \$5,000,000

Including Products/Completed Operations

Including Contractual Liability/Independent Contractors

Including Broad Form Property Damage

Commercial Automobile Liability

Combined Single Limit per Accident for

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

Workers Compensation

As Required by the State of California Statutory
Limits

Employer’s Liability

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

B. Insurance shall be at least as broad as ISO form CG 20 10 11 85 or CG 20 10 10 01 and CG 20 37 10 01 covering Commercial General Liability. Commercial Automobile coverage shall be at least as broad as ISO form CA 00 01.

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

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

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

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

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

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

I. Insurance written on a “claims made” basis must be renewed for a period of five (5) years after this contract expires or is terminated. Such insurance must have the same

coverage and limits as the policy that was in effect during the term of this contract and will cover CONTRACTOR for all claims made by the OWNER insured entities arising out of any acts or omissions of CONTRACTOR or its officers, employees, or agents during the time this AGREEMENT was in effect.

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

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

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

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

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

- (3) List in the “Certificate Holder” section:
The City of Lancaster, 44933 Fern Avenue, Lancaster, California 93534.
- (4) List in the “Cancellation” section:
Should any of the above described policies be canceled before the expiration date thereof, the issuing company will mail 30 written notice (10 days written notice for non-payment) to the Certificate Holders named to the left.

M. CONTRACTOR shall include all subcontractors as an insured under its policies or shall furnish separate certificates and endorsements for each subcontractor.

Subcontractors are subject to the same insurance requirements as the CONTRACTOR.

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

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

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

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

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

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

B. CONTRACTOR has not paid or agreed to pay any person or entity, other than a bona fide employee working exclusively for CONTRACTOR, any fee, commission, percentage, gift, or any other consideration contingent upon or resulting from the execution of this AGREEMENT. Upon any breach or violation of this warranty, OWNER shall have the right, in its sole discretion, to terminate this AGREEMENT without further liability, or, in the alternative, to deduct from any sums payable hereunder the full amount or value of any such fee, commission, percentage or gift.

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

D. Upon the execution of this AGREEMENT, CONTRACTOR has no interest, direct or indirect, in any transaction or business entity which would conflict with or in

any manner hinder the performance of services and work required by this AGREEMENT, nor shall any such interest be acquired during the term of this AGREEMENT.

21. Resolution of Disputes.

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

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

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

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

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

22. Exhibits.

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

- Exhibit "A" Scope of Services
- Exhibit "B" Term & Payment Clause

23. Governing Law.

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

24. Effective Date.

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

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

CITY OF LANCASTER

By: _____

Jason Caudle, City Manager

Dated: _____

CONTRACTOR

By: _____

NAME

Dated: _____

ATTEST:

Andrea Alexander, City Clerk

APPROVED AS TO FORM:

Allison E Burns, City Attorney

CONTRACT SUBMISSION APPROVAL:

Larissa De La Cruz, Community Development Director /

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

