

AGREEMENT TO FURNISH TREE SERVICES FOR THE
CITY OF REDLANDS

This Agreement is made and entered into this 3rd day of April, 2012 by and between the City of Redlands, a municipal corporation (“City”) and West Coast Arborists, Inc (“Contractor”). City and Contractor are sometimes individually referred to herein as a “Party” and, together as the “Parties.”

In consideration of the mutual promises contained herein, City and Contractor agree as follows:

ARTICLE 1 - ENGAGEMENT OF CONTRACTOR

- 1.1 City hereby retains Contractor to perform tree trimming services on an “as needed basis” and as requested by City (the “Services”).
- 1.2 Contractor and its subcontractors shall possess the appropriate State Contractor’s License required for the performance of the Services and shall not be debarred pursuant to Labor Code sections 1777.1 and 1777.7.

ARTICLE 2 - RESPONSIBILITIES OF CONTRACTOR

- 2.1 The specific Services which Contractor shall perform are to provide tree pruning (crown cleaning and raising) for up to 10,486 trees located in City Trees District Nos. 1, 2 and 8, as further described in Exhibit “A,” which is attached hereto and incorporated herein by this reference. The standards which Contractor shall adhere to in performing the Services are specified in Exhibit “B,” which is attached hereto and incorporated herein by this reference.
- 2.2 Contractor shall comply with all applicable Federal, State and local rules, laws and regulations in the performance of this Agreement including but not limited to all applicable Labor Code and prevailing wage laws commencing at Labor Code section 1770 et. seq. and non-discrimination laws including the American’s with Disabilities Act. Pursuant to Labor Code section 1773.2, copies of the prevailing rates of per diem wages as determined by the Director of the California Department of Industrial Relations for each craft, classification or type of worker needed to perform the Services are on file at the City’s Quality of Life Department, Civic Center, 35 Cajon Street, Suite 222 (P.O. Box. 3005 mailing) Redlands, California 92373.
- 2.3 If Contractor violates the Labor Code relating to the payment of prevailing wages, City may enforce the Labor Code by withholding of contract payments to Contractor pursuant to Labor Code section 1771.6.
- 2.4 If Contractor executes an agreement with a subcontractor to perform any Services under this Agreement, Contractor shall comply with Labor Code sections 1775 and 1777.7, including providing the subcontractor with copies of the provisions of sections 1771,

1775, 1776, 1777.5, 1813 and 1815 of the Labor Code. Contractor acknowledges that the statutory provisions for penalties for failure to comply with state wage and hour laws and to pay prevailing wages may be enforced by City pursuant to Labor Code sections 1775 and 1813.

- 2.5 Contractor acknowledges that eight (8) hours constitute a legal day's work pursuant to Labor Code section 1810. Contractor and its subcontractors shall comply with the provisions of Labor Code section 1776 regarding payroll records maintenance, certifications, retention and inspection. Contractor shall also comply with the provisions of Labor Code section 1777.5 as to apprenticeships, and Labor Code sections 1771, 1775, 1776, 1777.5, 1813 and 1815.

ARTICLE 3 - PERIOD OF SERVICE

- 3.1 The term of this Agreement shall commence on April 4, 2012 and terminate on July 1, 2012.

ARTICLE 4 - PAYMENT AND NOTICE

- 4.1 For the performance of the Services, City will pay Contractor at the unit rate of \$38.00 per tree and Contractor's total compensation for the provision of Services shall not exceed Three Hundred Ninety-Eight Thousand Four Hundred Sixty Eight Dollars (\$398,468).
- 4.2 Payments by City to Contractor shall be made within thirty (30) days after receipt and approval of Contractor's invoice, by warrant payable to Contractor.
- 4.3 All notices shall be made in writing and may be given by personal delivery or by mail. Notices sent by mail should be addressed as follows:

City:

Rick Cross, Operations Manager
City of Redlands
Quality of Life Department
PO Box 3005
Redlands, CA 92373

Contractor:

Patrick Mahoney, President and CEO
West Coast Arborist, Inc.
2200 E. via Burton Street
Anaheim, CA 92806

When so addressed, such notices shall be deemed given upon deposit in the United States mail; in all other instances, notices, bills and payments shall be deemed given at the time of actual delivery. Changes may be made in the names and addresses of the person to whom notices, bills and payments are to be given by giving notice pursuant to this paragraph.

ARTICLE 5 - INSURANCE AND INDEMNIFICATION

- 5.1 Except for Workers' Compensation insurance, all insurance required by this Agreement shall be maintained by Contractor for the duration of the term of this Agreement and shall be primary with respect to City and non-contributing to any insurance or self-insurance maintained by City. City shall be named an additional insured and Contractor shall provide City with certificates of insurance and endorsements evidencing such insurance prior to commencement of the Services. The insurance policies shall contain a provision prohibiting cancellation of the policies except upon thirty (30) days prior written notice to City.
- 5.2 Contractor shall maintain Workers' Compensation and Employer's Liability insurance for its employees throughout the duration of the term of this Agreement pursuant to Labor Code sections 3700 and 1860 and in an amount which meets the statutory requirement with an insurance carrier acceptable to City.
- 5.3 Contractor shall maintain in force throughout the duration of the Agreement comprehensive general liability insurance with carriers acceptable to City. Minimum coverage of one million dollars (\$1,000,000) per occurrence and two million dollars (\$2,000,000) aggregate for public liability, property damage and personal injury is required.
- 5.4 Contractor shall have business auto liability coverage, with minimum limits of one million (\$1,000,000) per occurrence, combined single limit for bodily injury liability and property damage liability. This coverage shall include all Contractor owned vehicles used on the project, hired and non-owned vehicles, and employee non-ownership vehicles.
- 5.5 Contractor shall indemnify, hold harmless and defend City and its elected officials, agents, and employees from and against any and all claims, losses or liability, including attorneys' fees, arising from injury or death to persons or damage to property occasioned by any act, omission or failure of Contractor, or Contractor's employees or agents, in performing the Services required by this Agreement.

ARTICLE 6 - GENERAL CONSIDERATIONS

- 6.1 In the event any action is commenced to enforce or interpret any of the terms or conditions of this Agreement the prevailing party shall, in addition to any costs and other relief, be entitled to recover its reasonable attorneys' fees, including fees for use of in-house counsel by a Party.
- 6.2 Contractor shall not assign any of the Services except with the prior written approval of City and in strict compliance with the terms, provisions and conditions of this Agreement.

- 6.3 Contractor and City agree that Contractor is, for all purposes under this Agreement, an independent contractor with respect to its performance of the Services and not an employee of City. All personnel provided by Contractor pursuant to the provisions of this Agreement are employed by Contractor for its account only, and in no event shall Contractor or any personnel retained by it be deemed to have been employed by City or engaged by City for the account of or on behalf of City. Nothing in this Agreement shall be considered to create the relationship of employer and employee between the parties.
- 6.4 Upon receipt of a termination notice, Contractor shall (1) promptly discontinue all Services and (2) deliver or otherwise make available to City, copies of any data, design calculations, drawings, specifications, reports, estimates, summaries, and such other information and materials as may have been accumulated by Contractor in performing the Services required by this Agreement. Contractor shall be compensated on a pro-rata basis for any work completed up until notice of termination.
- 6.5 This Agreement, including the exhibits incorporated herein by reference, represents the entire agreement and understanding between the Parties as to the matters contained herein and any prior negotiations, proposals or oral agreements are superseded by this Agreement. Any amendment to this Agreement shall be in writing and approved by the City Council of City and signed by City and Contractor.
- 6.6 This Agreement shall be governed by and construed in accordance with the laws of the State of California.

IN WITNESS WHEREOF, duly authorized representatives of the parties have signed in confirmation of this Agreement.

CITY OF REDLANDS

WEST COAST ARBORISTS, INC.

Pete Aguilar, Mayor

Patrick Mahoney, President and CEO

ATTEST:

Sam Irwin, City Clerk

EXHIBIT
"A"

CITY OF REDLANDS
Inventory Summary

Proposal - Option #1	
Total trees in District #'s 1,2,8	10,331
Pinewood Ct., Kenwood Ct., Fernwood Ct.	68
Texonia Park	87
Exclude trees pruned in #'s 1,2,8	1,224
Exclude trees planted in #'s 1,2,8	82
	<hr/>
	10,486

**EXHIBIT “B”
STANDARDS FOR SERVICES**

It shall be understood that the Contractor will be required to perform and complete the proposed landscape and/or tree maintenance work in a thorough and professional manner, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City’s requirements.

Annual Pruning Program

The Contractor shall assist the City with developing a recommended annual pruning program including personnel and vehicles that would be required to complete the project. Prior to beginning the work, the Contractor shall review with the QOL Operations Manager various methods, tools, and work scheduling to be used on the project. Depending on the City’s current and future pruning needs the recommended pruning schedule may require multiple crews to perform concurrently within the same time constraints.

Prior to beginning the work, the Contractor shall review with the Operations Manager various methods, tools, and work scheduling to be used for the project.

Pruning will include structural pruning, crown rising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Special projects that are difficult to access require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

- (a) Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
- (b) Daily tree pruning operations shall commence no earlier than 7:00 A.M. and shall be completed each day no later than 5:00 P.M.
- (c) Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.
- (d) Contractor shall provide and post “No Parking” signs twenty-four (24) hours in advance of the work.
- (e) 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, English speaking supervisor. 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.

- (f) Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).
- (g) No hooks, gaffs, spurs or climbers will be used for anything other than removals.
- (h) Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.
- (i) When pruning fungus, disease or fire blight infected limbs or fronds, all pruning tools shall be cleaned after each cut with a ten (10) percent chlorine bleach solution and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.
- (j) Topping shall not be done unless specifically requested by the City.
- (k) 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. Tree foliage shall be reduced by at least fifteen (15%) percent but no more than thirty (30%) percent.
- (l) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- (m) Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- (n) Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

Traffic Clearance Pruning

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled

roadway. Clearance for pedestrians on sidewalks shall be in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the Operations Manager and conform to the following:

- (a) The minimum clearance under trees within the street right-of-way shall be fourteen (14') feet over the traveled road, and nine feet (9') over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- (b) Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin, or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- (c) When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

Line Clearance Pruning

During the course of this contract the Contractor may be required to perform utility line clearance in conjunction with routine or non-routine pruning activities. The Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the contract. The Contractor has the responsibility for compliance with safety and health standards of the California Occupational Safety and Health Act (OSHA) and all applicable rules, regulations and orders. The competency of Contractor's personnel shall be maintained through regular training. All persons performing tree work on City trees in or around primary electrical lines shall be trained to do so in accordance with the "Electrical Safety Orders" of the State of California.

Palm Tree Pruning

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms listed in the Contract Documents Special Provisions in a manner selected by the Contractor and approved by the Operations Manager, and in accordance with the following:

- (a) The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the Operations Manager. The Contractor shall be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.
- (b) Palm Skinning (additional service & cost) - Dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm,

leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" – 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

Tree Removal

The City prepares a list of trees to be removed, marks trees, notifies homeowners and submits lists to the Contractor. The Contractor calls Underground Service Alert (USA) and prepares an internal work order. The Crew removes trees and hauls all debris. Crew grinds stumps to a depth of eighteen (18") inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over seventy-five (75') feet would fall under Crew Rental rates. The Operations Manager shall make the final determination to remove or provide public noticing for removal at a later date. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

All wood from removed trees is the property of the contractor and shall be disposed of daily. No wood shall be left along public right-of-way unless approved by the Operations Manager. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be trapped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, suckers, bark and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The City is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 18 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump to a minimum distance of one and a half (1½') feet on either side of the outer circumference of the stump, or until surface roots are no longer encountered.

Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. The resultant chips from routing may be used to fill the hole to two (2") inches above normal ground level. All excess routing chips debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces shall be restored to their original condition.

Tree Planting

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Contractor and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

- (a) Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- (b) The City shall be responsible for marking locations and the Contractor will notify Underground Service Alert (USA) prior to planting.
- (c) 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 root ball for injured roots and canopy for broken branches. 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.
- (d) Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, 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 the concrete.
- (e) Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it's put into the hole.
- (f) Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.
- (g) All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (10') feet long, with a one and a half (1½") inch diameter. Tree ties shall be placed at one third (1/3) and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.
- (h) Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
- (i) In some cases, root barriers may be required. The City will make this 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 expensive hardscapes and creates a hazard. The barrier shall be twelve (12") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers are an additional service and cost.
- (j) Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

- (k) All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees shall be free from pests, disease and structural defects.

Crew Rental

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate.

Emergency Response

The Contractor shall be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from a City authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

The 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 contract. Should the contact persons or their phone numbers change during the course of the contract, those changes shall be submitted to the City within two (2) working days.

The Contractor shall be required to provide all necessary traffic control during the course of 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 shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees and necessary materials.

Tree Watering

Watering is performed by a one man crew with a water truck who will water various routes including landscape median and young trees that are three (3) years old and younger.

Small Tree Care

The City requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

Arborist Services

On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

Tree Inventory

The Contractor will provide the City access to a record keeping system consisting of an Internet-based software program. The program shall have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract.

The Contractor shall provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities and parkway size and type.

GPS Tree Inventory

The Contractor shall create a GPS tree inventory using the City's standardized addressing system for all parks and open space areas. This includes but is not limited to all publicly owned trees on street right-of-ways, parks, City facilities and open spaces such as medians, greenscapes, etc. The Contractor shall be required to create an ESRI ArcView/ArcGIS compatible "shape file". The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscapes, etc.) Minimum accuracy shall be not more than one (1) meter.

The Contractor will manage the entire inventory project and will not use subcontractors. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance and support and as an option, conversion of the existing database.

The Contractor shall provide routine maintenance, archive, backup, restore and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

Traffic Control

Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employ staff certified as Traffic Control

Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA).

Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.

Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety.

Public Notice of Tree Pruning Operations

Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers.

City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

Clean Up

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

Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City yards; however the City will not be responsible for security of Contractor's equipment.

Brush and debris shall be removed daily, sidewalks swept, lawns and parkways raked out and gutters cleaned.

The Operations Manager or his authorized representative shall be the sole judge as to the adequacy of the clean up.

Debris Disposal

All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Green waste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with Assembly Bill 939.

- (a) Green waste that is transported to an offsite facility for grinding into mulch shall be documented in a Green Waste Report and made available to the Operations Manager on a monthly basis.

- (b) At the direction of the Operations Manager, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size and then dumped in specified locations in the City.

Parking

The City of Redlands will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this contract. The vendor will hold the City of Redlands harmless and release the City of liability as a result of theft or vandalism. Should a site not be available, then the vendor may park on City right-of-way near the project area(s).

Invoices

Contractor shall be required to submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

Inspections

The Operations manager 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.