

MORONGO VALLEY COMMUNITY SERVICES DISTRICT

STANDARD GENERAL SERVICES AGREEMENT

WITH: WEST COAST ARBORISTS, INC (WCA)

FOR: COVINGTON PARK TREE MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into by and between THE MORONGO VALLEY COMMUNITY SERVICES DISTRICT, a municipal corporation, hereinafter referred to as "District," and WEST COAST ARBORISTS, INC, a California corporation, hereinafter referred to as "Contractor."

1. CONTRACTOR'S SERVICES. Contractor agrees to perform, during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Service" attached to and incorporated into this Agreement as Exhibit "A."
2. TERM OF AGREEMENT. The term of this Agreement shall be from _____, 2022 until _____, 2027; provided, that the indemnification and hold harmless provisions shall survive the termination.
3. PAYMENT FOR SERVICES. District shall pay for the services performed by Contractor pursuant to the terms of this Agreement, the compensation set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Exhibit "B." The compensation shall be paid at the time and manner set forth in said Exhibit "B."
4. TIME FOR PERFORMANCE. Contractor shall not perform any work under this Agreement until (a) Contractor furnishes proof of insurance as required under Section 7 of this Agreement.
5. DESIGNATED REPRESENTATIVE(S). Parick Mahoney, President, shall be the designated Contractor Representative, and shall be responsible for job performance, negotiations, contractual matters, and coordination with the District. Contractor Representative shall actually perform, or provide immediate supervision of Contractor's performance of, the Scope of Service.
6. INDEMNIFICATION / HOLD HARMLESS CLAUSE. To the fullest extent permitted by law, Contractor shall indemnify, defend (at Contractor's sole expense, with legal counsel approved by District) and hold harmless the Morongo Valley Community Services District, its boards and commissions, officers, agents, and employees (hereinafter, "Indemnitees"), from and against all loss, damage, cost, expense, liability, claims, demands, suits, attorneys' fees and judgments arising from or in any manner connected to Contractor's or its employees or agent's acts, errors or omissions related to

this Contract. This indemnification includes, but is not limited to, tort liability to a third person for bodily injury and property damage.

Notwithstanding the foregoing, nothing herein shall be construed to require Contractor to indemnify an Indemnitee from any claim arising from the sole negligence or willful misconduct of that Indemnitee.

The duty to defend referenced herein is wholly independent from the duty to indemnify, arises upon written notice by District to Contractor of a claim within the potential scope of this indemnification provision, and exists regardless of any determination of the ultimate liability of Contractor, District or any Indemnitee.

7. INSURANCE. Without limiting its obligations pursuant to Section 6 of this Agreement, the Contractor shall procure and maintain, at Contractor's own cost and expense and for the duration of this Agreement, insurance coverage as set forth in "Insurance Requirements" attached to and incorporated into this Agreement as Exhibit "C."
8. INDEPENDENT CONTRACTOR STATUS. The parties intend and agree that at all times during the performance of services under this Agreement, Contractor and its employees who provide services to the District are independent contractors and are not agents or employees of the District. As such, Contractor and its employees shall perform work according to their own methods and are subject to District control only as to the end product or final result of work, and not as to the means and manner in which the work is performed. Contractor and its employees customarily and regularly exercise discretion and independent judgment in the performance of the Services. Contractor and its employees customarily and regularly engage in the same type of services with other entities or are available to perform the same type of services as those performed hereunder for other potential customers or entities. In addition, Contractor shall have the sole legal responsibility to remit all federal and state income and Social Security taxes and to provide for its own workers compensation and unemployment insurance for its employees who provide services to the District. Contractor also agrees to provide liability insurance as required by District and described more fully above and in Exhibit C. District shall not be liable for any payment or compensation in any form to Contractor other than as provided herein. Contractor agrees to indemnify and hold the District harmless from any and all liability, including but not limited to compensation, benefits, taxes, assessment, penalties, or interest, arising out of any challenge by Contractor or its employees to the independent contractor relationship with the District. Contractor agrees that Contractor and its employees are not eligible for any compensation or benefits provided to District employees, including but not limited to State Unemployment Compensation or Worker's Compensation coverage. District reserves the right to employ other independent contractors. District shall provide Contractor with IRS Form 1099- MISC or other applicable IRS forms at the end of the calendar year.

9. NON-APPROPRIATION OF FUNDS. Payment due and payable to Contractor for current services is within the current budget and within an available, unexhausted, and unencumbered appropriation of District. In the event District has not appropriated sufficient funds for payment of Contractor services beyond the current fiscal year, this Agreement shall cover only those costs incurred up to the conclusion of the current fiscal year.
10. ASSIGNMENT. This Agreement is for the specific services with Contractor as set forth herein. Any attempt by Contractor to assign the benefits or burdens of this Agreement without written approval of District shall be prohibited and shall be null and void; except that Contractor may assign payments due under this Agreement to a financial institution.
11. RECORDS AND INSPECTIONS. Contractor shall maintain full and accurate records with respect to all services and matters covered under this Agreement. District shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts therefrom, and to inspect all program data, documents, proceedings and activities. Contractor shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.
12. OWNERSHIP OF CONTRACTOR'S WORK PRODUCT. District shall be the owner of any and all computations, plans, correspondence and/or other pertinent data, information, documents and computer media, including disks and other materials gathered or prepared by Contractor in performance of this Agreement, or at any earlier or later time when the same may be requested by District. Such work product shall be transmitted to District within ten (10) days after a written request therefor. Contractor may retain copies of such products. All written documents shall be provided to District in digital and in hard copy form.
13. NOTICES. All notices given or required to be given pursuant to this Agreement shall be in writing and may be given by personal delivery, facsimile, overnight delivery, or by U.S. Mail. All written notices or correspondence sent pursuant to this paragraph will be deemed given to a party on whichever date occurs first; the date of personal delivery; the date of transmission, if sent by email or facsimile (with proof of transmission); the next business day following deposit with an overnight mail carrier; the fifth day following deposit in the U.S. Mail, when sent by "first class mail."

Notice sent by U.S. Mail shall be addressed as follows:

To District: Morongo Valley CSD
 P.O. Box 46
 Morongo Valley, CA 92256

To Contractor: West Coast Arborists, Inc
Attention: Patrick Mahoney, President
2200 E. Via Burton Street
Anaheim, CA 92806

14. TAXPAYER IDENTIFICATION NUMBER. Contractor shall provide District with a complete Request for Taxpayer Identification Number ("TIN") and Certification, Form W-9, as issued by the Internal Revenue Service.
15. PERMITS AND LICENSES. Contractor, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, licenses, and certificates that may be required in connection with the performance of services under this Agreement.
16. APPLICABLE LAWS, CODES, REGULATIONS AND POLICIES. Contractor shall perform all work in accordance with all applicable laws, codes, regulations and policies required by all authorities having jurisdiction over Contractor related to and in the performance of Contractor's Services.
17. PREVAILING WAGE AND OTHER LABOR CODE REQUIREMENTS.
 - (a) Public Work. The Parties acknowledge that the work to be performed under this Agreement is a "public work" as defined in Labor Code Section 1720 and that this Agreement is therefore subject to the requirements of Division 2, Part 7, Chapter 1 (commencing with Section 1720) of the California Labor Code relating to public works contracts and the rules and regulations established by the Department of Industrial Relations ("DIR") implementing such statutes. The work performed under this Agreement is subject to compliance monitoring and enforcement by the DIR. Contractor shall post job site notices, as prescribed by state law and DIR regulations.
 - (b) Registration with DIR. Pursuant to Labor Code Section 1771.1, Contractor and all subcontractors must be registered with, and pay an annual fee to, the DIR prior to and during the performance of any work under this Agreement. Contractor shall notify the District in writing immediately, and in no case more than 24 hours, after receiving any information that Contractor's or any of its Subcontractors' DIR registration status has been suspended, revoked, expired, or otherwise changed.
 - (c) Prevailing Wages. Contractor shall pay prevailing wages as required by Labor Code Section 1771. Pursuant to Labor Code Section 1773.2. By initiating any work under this Agreement, Contractor acknowledges receipt of a copy of the DIR determination of the prevailing rate of per diem wages, and Contractor shall post a copy of the same at each job site where work is performed under this Agreement. If this Agreement is subject to the payment of federal prevailing wages under the Davis-Bacon Act (40 U.S.C.

§ 3141 et seq.), then Contractor shall pay the higher of either the state or federal prevailing wage applicable to each laborer.

(d) **Penalty for Failure to Pay Prevailing Wages.** Contractor shall comply with and be bound by the provisions of Labor Code Sections 1774 and 1775 concerning the payment of prevailing rates of wages to workers and the penalties for failure to pay prevailing wages. The Contractor shall, as a penalty to the District, forfeit \$200 for each calendar day, or portion thereof, for each worker paid less than the prevailing rates as determined by the DIR for the work or craft in which the worker is employed for any public work done pursuant to this Agreement by Contractor or by any subcontractor.

(e) **Payroll Records.** Contractor shall comply with and be bound by the provisions of Labor Code Section 1776, which requires Contractor and each subcontractor to: keep accurate payroll records and verify such records in writing under penalty of perjury, as specified in Section 1776; certify and make such payroll records available for inspection as provided by Section 1776; and inform the District of the location of the records.

(f) **Apprentices.** Contractor shall comply with and be bound by the provisions of Labor Code Sections 1777.5, 1777.6, and 1777.7 and California Code of Regulations Title 8, Section 200 et seq. concerning the employment of apprentices on public works projects. Contractor shall be responsible for compliance with these aforementioned Sections for all apprenticeable occupations. Prior to commencing work under this Agreement, Contractor shall provide District with a copy of the information submitted to any applicable apprenticeship program. Within 60 days after concluding work pursuant to this Agreement, Contractor and each of its subcontractors shall submit to the District a verified statement of the journeyman and apprentice hours performed under this Agreement.

(g) **Eight-Hour Work Day.** Contractor acknowledges that 8 hours labor constitutes a legal day's work. Contractor shall comply with and be bound by Labor Code Sections 1810 and 1811. As required under Labor Code Section 1812, Contractor and each of its subcontractors shall keep an accurate record showing the name of and actual hours worked each calendar day and each calendar week by each worker employed by them in connection with the work performed under the terms of this Agreement. Failure to comply with these sections of the Labor Code will subject the Contractor to penalty and forfeiture provisions of the Labor Code Section 1813.

(h) **Penalties for Excess Hours.** Contractor shall comply with and be bound by the provisions of Labor Code Section 1813 concerning penalties for workers who work excess hours. The Contractor shall, as a penalty to the District, forfeit \$25 for each worker employed in the performance of this Agreement by the Contractor or by any subcontractor for each calendar day during which such worker is required or permitted to work more than eight 8 hours in any one calendar day and 40 hours in any one calendar week in

violation of the provisions of Division 2, Part 7, Chapter 1, Article 3 of the Labor Code. Pursuant to Labor Code Section 1815, work performed by employees of Contractor in excess of 8 hours per day, and 40 hours during any one week shall be permitted upon public work upon compensation for all hours worked in excess of 8 hours per day at not less than 1.5 times the basic rate of pay.

(i) Workers' Compensation. California Labor Code Sections 1860 and 3700 provide that every employer will be required to secure the payment of compensation to its employees if it has employees. In accordance with the provisions of California Labor Code Section 1861, Contractor certifies as follows:

"I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract."

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

18. NON-DISCRIMINATION REQUIREMENTS. During the performance of this Agreement, Contractor shall not discriminate against any employee or applicant for employment because of ancestry, age, color, physical and/or mental disability, genetic information, gender identity, gender expression, marital status, medical condition, military and/or veteran status, national origin, race, religion, sex/gender, or sexual orientation.
19. RIGHT TO UTILIZE OTHERS. District reserves the right to utilize others to perform work similar to the services provided hereunder.
20. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties hereto.

21. WAIVER. If at any time one party shall waive any term, provision or condition of this Agreement, either before or after any breach thereof, no party shall thereafter be deemed to have consented to any future failure of full performance hereunder.
22. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Contractor shall be construed to be both a covenant and a condition.
23. RIGHT TO TERMINATE. District may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty-days' (30-days') written notice.
24. EFFECT OF TERMINATION. Upon termination as stated in Section 23 of this Agreement, District shall be liable to Contractor only for work satisfactorily performed by Contractor up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Contractor need be compensated only to the extent required by law.
25. GOVERNING LAW. The terms of this Agreement shall be interpreted according to the laws of the State of California. If litigation arises out of this Agreement, then venue shall be in the Superior Court of San Bernardino County.
26. LITIGATION FEES. If litigation arises out of this Agreement for the performance thereof, then the court shall award costs and expenses, including reasonable attorney's fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid or incurred in good faith.
27. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between District and Contractor regarding the subject matter hereof and constitutes a complete and exclusive statement of the terms of the agreement between the parties with respect to the subject matter. No verbal agreement or implied covenant shall be held to vary the provisions of this Agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns. If any conflict arises between this Agreement and any incorporated provisions of the proposal, then the terms of this Agreement shall control.
28. SEVERABILITY. If any term or portion of this Agreement is held to be invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue in full force and effect.
29. EFFECTIVE DATE. This Agreement was effective as of _____, 2022.

30. AUTHORITY TO ENTER INTO AGREEMENT. The individual(s) executing this Agreement on behalf of each party is (are) authorized to execute this Agreement on behalf of said party. Each party has taken all actions required by law to approve the execution of this Agreement.
31. SIGNATURES AND COUNTERPARTS. The Parties acknowledge and agree that this Agreement may be executed in counterpart, and by faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature.

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

Morongo Valley CSD
11207 Ocotillo Street
Morongo Valley, CA 92256

West Coast Arborist
2200 E. Via Burton Street
Anaheim, CA 92806

Print Name

Print Name

Signature

Signature

Title

Title

EXHIBIT A

MORONGO VALLEY COMMUNITY SERVICES DISTRICT

STANDARD GENERAL SERVICES AGREEMENT

WITH: WEST COAST ARBORISTS, INC (WCA)

FOR: COVINGTON PARK TREE MAINTENANCE SERVICES

At the direction of District's General Manager, or his designee, Contractor shall perform Covington Park Tree Maintenance Services.

All tree trimming shall be conducted in accordance with current International Standards of Arboriculture (ISA) and applicable federal, state and local laws including those relating to protection of birds and wildlife.

No trimming or pruning services; except for emergency response service, shall be conducted during the months of March and April; the peak nesting season for birds.

All trees will be inspected for active nests prior to any trimming or pruning. If an active nest is discovered, trimming and pruning services will not be conducted on that particular tree.

Grid Tree Pruning

All Grid tree pruning shall be conducted in pre-designed districts, or grids on a set cycle and in its entirety. Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 15% of the live foliage removed at a given time.

Special Request Tree Pruning

All Special Request Tree Pruning shall include tree maintenance services on designated tree(s) as ordered by the District's Arborist or designee. This category of pruning shall include structural pruning, crown raising, crown cleaning and/or pruning to restore the crown. Whichever work type is ordered by the District, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Trees that are identified for a Special Request Tree Prune shall have approximately 25% of the live foliage removed at a given time. Pruning to reduce the tree's crown (or Crown Reduction Pruning) may be performed when conditions within the crown of a hardwood tree are such that the overall canopy mass and excessive wood weight needs to be reduced. This type of prune is performed when the District's primary objective is to maintain or improve tree health and structure and will be charged at the Crew Rental rate as agreed upon by the District and WCA.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines shall be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and

condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care (Optional upon request)

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength, and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate: including

Selective structural pruning, Removal of dead, interfering, split and/or broken limbs, Pre-conditioning the water retention basin built around the tree, Staking or re-staking, adjusting tree ties, rebuild tree wells, adjusting trunk protectors, weed abatement, sterilize all tree trimming tools and equipment before performing any trimming of District trees.

Root Pruning

Roots shall be pruned no closer than 3 times the diameter of the trunk and to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area shall be backfilled with native soil and debris will be hauled away.

Tree Water

Tree watering shall be performed by a full-time, WCA team member on various routes, when requested by the Agency.

Tree Planting (upon request)

Replacement of new trees shall be planted in accordance with the District's specifications. At a minimum of 48 hours in advance WCA shall inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. WCA shall provide a well-trained tree planting team to perform the soil preparation and installation of the tree.

Tree Removal (upon request)

Tree removal and stump removal are to be charged separately in accordance with the contract. At a minimum of 48 hours in advance WCA shall inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines.

Contractor shall also provide a safety training/program for their employees.

EXHIBIT B

MORONGO VALLEY COMMUNITY SERVICES DISTRICT

STANDARD GENERAL SERVICES AGREEMENT

WITH: WEST COAST ARBORISTS, INC (WCA)

FOR: COVINGTON PARK TREE MAINTENANCE SERVICES

SCHEDULE OF COMPENSATION

1. METHOD OF PAYMENT. Payment for all work performed by Contractor pursuant to the terms of this Agreement shall be made on the basis of the unit prices for each year of this Agreement as set forth in Contractor's "Response to District's RFP #2263" which is attached hereto and incorporated herein by reference as though fully set forth.
2. BILLING. At the end of each calendar month in which services are performed or expenses are incurred under this Agreement, and prior to the 10th day of the following month, Contractor shall submit an invoice to the District at the following address:

Morongo Valley CSD
P.O Box 46
Morongo Valley, CA 92256

The invoice submitted pursuant to this paragraph shall show the District Agreement Number, the dates on which the services were performed, a description of the services performed, actual out-of-pocket expenses incurred in the performance of the services, and such other information as District may reasonably require.

3. TIME OF PAYMENT. Payment to Contractor shall be made within thirty (30) days after submittal of Contractor's invoice and approval by District, in accordance with District's normal demand procedure.

EXHIBIT C

MORONGO VALLEY COMMUNITY SERVICES DISTRICT

STANDARD GENERAL SERVICES AGREEMENT

WITH: WEST COAST ARBORISTS, INC (WCA)

FOR: COVINGTON PARK TREE MAINTENANCE SERVICES

INSURANCE REQUIREMENTS

A. Policy Requirements.

Contractor shall submit duly executed certificates of insurance for the following:

1. An occurrence based Commercial General Liability ("CGL") policy, at least as broad as ISO Form CG 0001, in the minimum amount of Three Million Dollars (\$3,000,000) each occurrence, with not less than Six Million Dollars (\$6,000,000) in annual aggregate coverage. ***See A.1.Subsection g**

The CGL Policy shall have the following requirements:

- a. The policy shall provide coverage for personal injury, bodily injury, death, accident and property damage and advertising injury, as those terms are understood in the context of a CGL policy. The coverage shall be utilized to satisfy, to the extent of the coverage limits, the District's self-insured retention under any other policy of insurance. The coverage shall not be excess or contributing with respect to the District's self-insurance, commercial liability insurance, or any pooled risk arrangements;
- b. The policy shall provide \$3,000,000 coverage per accident, for owned, hired and non-owned automobile liability; automobile liability coverage may be satisfied with a stand- alone policy or as a component of the CGL policy;
- c. The policy shall include coverage for liability undertaken by contract covering, to the maximum extent permitted by law. Contractor's obligation to indemnify the Indemnitees as required under Paragraph 6 of this agreement;
- d. Intentionally Omitted; and
- e. **The Morongo Valley Community Services District, members of the**

boards and commissions, officers, agents, and employees will be named as an additional insured in an endorsement to the policy, which shall be provided to the District and approved by the District Attorney.

- f. The Policy shall not contain an “Independent Negligence” provision that would void or otherwise nullify the insurer’s obligation to defend and indemnify the District in the event that its independent negligence is alleged or proven.
- g. The CGL limits may be satisfied with a primary policy with \$3,000,000 occurrence/\$6,000,000 annual aggregate, OR, by a primary policy with lower limits of coverage plus an Excess or Umbrella policy which will satisfy the occurrence and aggregate limit requirement. If Contractor’s insurance coverage provides coverage in excess of these required limits, but is eroded by payment or claim reserves, then Contractor or its insurance carrier shall notify the District within ten (10) days when the contractual coverage limits provided are below the required coverage limits.

***Contractor has Excess Liability Coverage of Two Million Dollars (\$2,000,000.00) each occurrence and Two Million Dollars (\$2,000,000.00) in annual aggregate coverage.**

- h. The District reserves the right to review and waive or modify the CGL aggregate requirement in the event that an adequate project specific policy and limits are provided.

2. Intentionally Omitted

3. Intentionally Omitted.

4. If the Agreement will have Contractor employees working within the District limits, Contractor shall maintain Workers’ Compensation Insurance (Statutory Limits) and Employer’s Liability Insurance (with limits of at least one million dollars [\$1,000,000] per accident.) Contractor shall submit to District, along with the certificate of insurance, a Waiver of Subrogation endorsement in favor of District, its officers, agents, employees and volunteers.

B. Waiver by District.

District may waive one or more of the coverages listed in Section A, above. This waiver must be express and in writing and will only be made upon a showing by the Contractor that its operations in and with respect to District are not such as to impose liability within the scope of that particular coverage.

C. Additional Insurance Requirements.

1. All insurance listed in Paragraph A shall be issued by companies licensed to do business in the State of California, with a claims paying ability rating of "BBB" or better by S&P (and the equivalent by any other Rating Agency) and a rating of A-:VIII or better in the current Best's Insurance Reports;
2. Contractor shall provide District with at least thirty (30) days prior written notice of any modification, reduction or cancellation of any of the Policies required in Paragraph A, or a minimum of ten (10) days' notice for cancellation due to non-payment.
3. District may increase the scope or dollar amount of coverage required under any of the policies described above, or may require different or additional coverages, upon prior written notice to Contractor.

Morongo Valley Community Services District

Proposed Rates for Tree Maintenance Services

Item	Description	Unit Measure	Proposed Rates
1	Maintenance Tree Pruning (based on size range)		
		0-6" DBH	Each \$ 60.00
		7-16" DBH	Each \$ 135.00
		17-24" DBH	Each \$ 225.00
		Over 25" DBH	Each \$ 325.00
<p><i>At the direction of DISTRICT, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, sidewalks, and in park locations; work to include selective tree thinning, crown cleaning and structurally pruning the tree canopy; and for immature trees, re-staking and/or retying, as needed. In addition pruning includes removing dead, broken, damaged, loose, diseased or insect infested limbs, branches, and stubs. Small limbs, including suckers and waterspouts shall be cut close to the trunk or branch from which they arise. At a minimum, tree shall be pruned to provide a minimum clearance of fourteen (14) feet over the roadway and seven (7) feet over walkways. Trees shall be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i></p>			
2	Clearance Tree Pruning		
		0-6" DBH	Each \$ 60.00
		7-16" DBH	Each \$ 80.00
		17-24" DBH	Each \$ 100.00
		Over 25" DBH	Each \$ 125.00
<p><i>At the direction of DISTRICT, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include trees of various sizes. Pruning consists of tree canopy raising over roadways, sidewalks, and in park locations. At a minimum, tree shall be pruned to provide a minimum clearance of fourteen (14) feet over the roadway and seven (7) feet over walkways. Trees can be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i></p>			
3	Large Scale Tree Pruning/Crown Reduction/Service Request 0-6" DBH	Each	\$ 120.00
4	Large Scale Tree Pruning/Crown Reduction/Service Request) 7-16" DBH	Each	\$ 250.00
5	Large Scale Tree Pruning/Crown Reduction/Service Request 17-24" DBH	Each	\$ 450.00
6	Large Scale Tree Pruning/Crown Reduction/Service Request 25-30" DBH	Each	\$ 550.00
7	Large Scale Tree Pruning/Crown Reduction/Service Request over 31" DBH	Each	\$ 650.00
<p><i>Large Scale Tree Pruning is based on tree size, species (i.e., Ficus, Chinese Elms, Stone Pines, Aleppo Pines, Eucalyptus, and Canary Island Pines), growth characteristics, tree form, tree condition, and tree structure. At the direction of DISTRICT, pruning will be done per pre-designed districts along street segments, grids, or prune routes on a set cycle to include all trees large and small. Pruning consists of tree canopy raising over roadways, sidewalks, and in park locations; thinning, reducing, restoring and structurally pruning the tree canopy in width and height reduction; and for immature trees, re-staking and/or retying, as needed. In addition pruning includes removing all dead, broken, damaged, loose, diseased or insect infested limbs, branches, and stubs shall be removed. Small limbs, including suckers and waterspouts shall be cut close to the trunk or branch from which they arise. At a minimum, tree shall be pruned to provide a minimum clearance of fourteen (14) feet over the roadway and seven (7) feet over walkways. Trees shall be pruned to remove any obstruction around traffic control devices, traffic signs, and streetlights. Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.</i></p>			
8	Coco/King Palm Pruning	Each	\$ 70.00
9	Washingtonia Robusta Pruning	Each	\$ 110.00
10	Date Palm Pruning	Each	\$ 225.00
<p><i>Pruning shall be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. Standard palm tree pruning will fall under this category and will include the removal of dead and declining fronds & seed pods. Excludes skinning.</i></p>			
11	Palm Tree Skinning	Linear Foot	\$ 24.00

Item	Description	Unit Measure	Proposed Rates
12	Tree and Stump Removal (regardless of size)	Dia. Inch	\$ 49.00
13	Tree Only Removal (regardless of size)	Dia. Inch	\$ 34.00
14	Stump Only Removal (regardless of size) <i>After DISTRICT determines that a tree requires removal, DISTRICT will prepare a list of trees to be removed, notifies homeowners, and submits lists to Contractor. DISTRICT is responsible for marking trees so that they are easily identifiable by Underground Service Alert and the Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of approximately eighteen (18") inches. All holes will be backfilled with a combination of native soil and minimal stump grindings and compacted to avoid settlement.</i>	Dia. Inch	\$ 22.00
15	Root Prune trees (typical 10 foot length) <i>At the direction of District staff, roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements. Root pruning cuts shall be performed using root pruning equipment specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner. Root pruning cuts adjacent to the sidewalk and curb shall be four (4) inches wide and twelve (12) inches deep and a minimum of five (5) feet in each direction from the centerline of the tree.</i>	Linear Foot	\$ 24.00
16	Plant 15-gallon tree	Each	\$ 220.00
18	Plant 24" box tree	Each	\$ 425.00
18	Plant 36" box tree <i>Tree planting includes the tree, stakes, ties, labor and initial watering at time of installation as directed by District staff. Planting lists should be compiled by the Inspector and submitted monthly or as needed.</i>	Each	\$ 1,150.00
20	Tree Watering <i>At the direction of the District, watering is performed by a one-man crew with a water truck who will water various tree routes including newly planted trees, landscape median and young trees that are three (3) years old and younger. Watering may also be performed on an as-needed basis.</i>	Day	\$ 800.00
21	Crew Rental <i>The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work as directed by District staff. The use of crew rental may be warranted due to inaccessibility by equipment, in park locations, slope settings, or non-linear tree pruning.</i>	Man Hour	\$ 100.00
22	Specialty Equipment (i.e., Crane, 95-ft Aerial Tower) <i>On occasion the use of a crane or 95-foot aerial tower is necessary to safely operate the assigned tree operation. These prices of equipment include the operator.</i>	Hour	\$ 190.00
23	Emergency Response (Reg. Business Hours)	Man Hour	\$ 120.00
24	Emergency Response (Evening, weekend, Holidays) <i>The Contractor shall be required to provide emergency on call response for damaged trees due to 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 District authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.</i>	Man Hour	\$ 145.00
25	Certified Arborist Services <i>On occasion, the District requires tree evaluations including written reports. The Contractor shall provide an hourly rate for a Certified Arborist that can respond to the District's request(s) for the preparation of detailed arborist reports, tree risk assessment 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. The rate will be applied should the District request a Certified Arborist on-site.</i>	Hour	\$ 195.00
26	GPS Tree Inventory <i>At the District's direction, contractor will provide the District with a Global Positioning System (GPS) tree inventory collected by an ISA Certified Arborist including coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street rights-of-way, parks, District facilities and open spaces such as medians, green spaces, etc. The address information contained in inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView. The inventory collector will identify the trees by their global coordinates of longitude and latitude.</i>	Tree Site	\$ 5.00
27	Plant Health Care <i>At the direction of the District, the Contractor will provide plant health care services including but not limited to the following: spraying, injecting, soil drenching as necessary to reduce a potentially harmful pest. This is done to maintain or improve the selected tree's appearance, vitality, and safety, using the most cost-effective and environmentally sensitive practices and treatments available. Plant Health Care involves routine monitoring and preventive treatments. All pesticide recommendations are to be made by an in-house Pest Control Advisor in accordance with the Department of Pesticide Regulations.</i>	See below	

Item	Description	Unit Measure	Proposed Rates
a.	Tree Canopy Spraying from ground level	per diameter inch	\$ 7.00
b.	Tree Canopy Spraying from aerial tower Description: Foliar hydraulic spraying of recommended material.)	per diameter inch	\$ 7.00
c.	Insecticide or Fungicide Trunk Banding Description: Trunk spray of recommended material.	per diameter inch	\$ 8.00
d.	PGR Trunk Banding Description: Trunk spray of recommended material to regulate plant growth.	per diameter inch	\$ 7.00
e.	Insecticide or PGR Soil Application (Cambistat) Description: Recommended insecticide soil injection or drench material to regulate plant growth.	per diameter inch	\$ 7.00
f.	Insecticide or Fungicide Soil Application Description: Soil applied drench of recommended material.	per diameter inch	\$ 7.00
g.	Soil Injection Fertilization Description: Soil applied injection of recommended material.	per diameter inch	\$ 8.00
h.	Soil Drenching Fertilization Description: Soil application of recommended material.	per diameter inch	\$ 8.00
i.	Trunk Injection (Insecticide/Miticide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00
j.	Trunk Injection (Fungicide) Description: Trunk injected recommended material.	per diameter inch	\$ 9.00
k.	Trunk Injection (Insecticide & Fungicide Combo) Description: Combination of one-time trunk injection of two recommended materials.	per diameter inch	\$ 10.00
l.	Avermectin Class Insecticide Injection Description: Recommended trunk injection of Emamectin benzoate active ingredient.	per diameter inch	\$ 11.00