

GENERAL SERVICES PURCHASE CONTRACT
ON-CALL TREE TRIMMING AND REMOVAL
Contract No. 2026-07

This Contract is entered into this ____ day of _____, 2026 by and between the City of Flagstaff, a political subdivision of the State of Arizona ("City"), and ArborWorks LLC, an Arizona Limited Liability Company ("Contractor").

WHEREAS, the City desires to receive and Contractor is able to provide certain services; and

NOW THEREFORE, in consideration for the mutual promises herein, the Parties agree as follows:

1. Scope of Work:

- 1.1 General: Contractor shall provide the services generally described as **On-Call Tree Trimming and Removal: Routine and Emergency Services**, as more specifically identified in the Scope of Work, attached hereto as Exhibit A (the "Services").
- 1.2 Per On-Call Task Order: The Contract is for On-Call Services which shall be documented through an "On-Call Task Order". Each invoice prepared to perform work under the Contract shall serve as a separate On-Call Task Order, shall comply with the requirements of Section 5, and also contain the following information:
 - 1.2.1 Be prepared on corporate letterhead.
 - 1.2.2 The date the invoice was prepared.
 - 1.2.3 The date the service was performed and the location.
 - 1.2.4 A detailed description of work including labor and materials.

2. Term and Renewal:

- 2.1 Contract Term: The term is for a period of three (3) years unless terminated pursuant to the provisions of the Contract. The Contract will be effective as of the date signed by both parties. The City Council has the authority to amend the term of the Contract.
- 2.2 Renewal: The Contract may be renewed for up to two (2), one (1)- year additional terms by mutual written consent of the parties. The City Manager or his/her designee (the Purchasing Director) shall have authority to approve renewal on behalf of the City.
- 2.3 Unilateral Extension: The Contract may be unilaterally extended for one (1) 90-day period. The City Manager or his/her designee (the Purchasing Director) shall have the authority to approve the extension on behalf of the City. Contractor will be provided written notice of the Unilateral Extension prior to expiration of the Contract.

3. Termination & Cancellation Clauses.

- 3.1 Non-Appropriation: The City may terminate the Contract due to budget constraints and non-appropriation of funds for the following fiscal year, without penalty or liability to Contractor.
- 3.2 For Convenience: Either Party may terminate the Contract for any reason by giving the other Party written notice of such termination no less than fifteen (15) days prior to the date of termination. If the Contract is so terminated, the City's only payment obligation under the Contract shall be for those Services completed prior to the effective date of the termination.

3.3 Conflict of Interest: Pursuant to A.R.S. § 38-511, if the City identifies a conflict of interest in the award or performance of the Contract, the City may cancel the Contract within three (3) years after its execution, without penalty or further liability to Contractor.

4. Compensation:

4.1 Compensation: Contractor shall be paid for satisfactory performance of the Contract in an amount not to exceed **one hundred fifty five thousand dollars and zero cents (\$155,000.00) annually**, including fees and taxes. The City reserves the right to contract with multiple vendors to perform the work described under this Contract and does not promise to pay Contractor the entire Compensation amount.

4.2 Price: Contractor shall, in the quantities set forth in any purchase order that the City may submit to the Contractor, provide to the City the services at the prices in the Fee Schedule, attached hereto as Exhibit B.

4.3 Price Adjustments: Price adjustments may be negotiated, annually, on the execution date, at the discretion of the City. Any request for a price increase must include supporting documentation demonstrating that the increase in contract price is based on an increased cost to the Contractor and that the proposed pricing is still competitive in the marketplace.

4.4 Formal Amendment Required: Any price adjustment must be approved by mutual written consent of the parties through a formal amendment. The City Manager or his/her designee may approve an amendment if the total amount of the Contract, as amended, is less than \$100,000; otherwise, City Council approval is required.

5. Invoicing and Payment after Delivery:

5.1 Payment: Unless otherwise stated in the Quote, payment is due within thirty (30) days of the date of the Contractor's delivery of the services conforming to the Contract and receipt of the Contractor's invoice, whichever is later.

5.2 Invoice: Contractor should invoice the City by an itemized list of charges. The City's Purchase Order Number and/or the Contract Number should be referenced on each invoice. Invoices shall include the Contract and/or Purchase Order number and dates when the work has been performed. Invoices shall be sent within thirty (30) days following performance. Payment will only be made for satisfactory Services received and accepted by City.

5.3 Taxes: Contractor shall be responsible for payment of all taxes including federal, state, and local taxes related to or arising out of performance of the Contract. Such taxes include but are not limited to federal and state income tax, social security tax, unemployment insurance taxes, transaction privilege taxes, use taxes, and any other taxes or business license fees.

5.4 Exception: The City will pay any taxes which are specifically identified as a line-item dollar amount in Contractor's bid, proposal, or quote, and which were considered and approved by the City as part of the award process. Such taxes shall be identified as a separate line item in Contractor's invoices.

6. Governing Law and Venue, Attorneys' Fees, Public Records, and Inspection.

6.1 Governing Law and Venue: The Contract shall be governed by and construed in accordance with the laws of the State of Arizona. In the event of litigation, exclusive venue arising under this Contract is Coconino County, Arizona.

6.2 Attorneys' Fees: If any action at law or in equity is necessary to enforce the terms of the Contract, the prevailing party shall be entitled to recover its reasonable attorneys' fees, costs, professional fees, and expenses.

6.3 Public Records: The Contract and any related materials are a matter of public record and subject to disclosure pursuant to Arizona Public Records Law. A.R.S. § 39-121 et seq. If Contractor has clearly marked its proprietary information as "confidential," the City will endeavor to notify Contractor prior to release of such information.

6.4 Inspection: The City shall have the right to inspect and audit all Contractor books and records related to the Contract for up to five (5) years after completion of the Contract.

7. Cooperative Use: The Contractor may enter into cooperative purchase arrangements, as sanctioned by state and federal law, to allow Contractor to provide the services identified on the Quote to any member of a cooperative group under the same pricing, terms, and conditions of the Contract awarded to the Contractor.

8. Amendment: The Contract is intended to be the complete and final agreement of the Parties. The Contract may be amended through a formal written amendment Parties. A "change order" is not a sufficient mechanism for amending the Contract.

9. Compliance with Laws: Contractor shall comply with all applicable federal, state, and local laws, regulations, standards, codes, and ordinances, including acquiring the requisite insurance, licenses, permits, and approvals, required to perform the Contract, and provide copies to City upon request.

10. Insurance:

10.1 Minimum Scope and Limits of Insurance: The following insurance requirements are minimum requirements for the Contract and in no way limit the indemnity covenants contained in the Contract. The City does not represent or warrant that the minimum limits set forth in the Contract are sufficient to protect Contractor from liabilities that might arise out of the Contract, and Contractor is free to purchase such additional insurance as Contractor may determine is necessary.

10.2 Coverage: Where applicable, as related to the Scope of Work, Contractor shall provide coverage at least as broad and with limits not less than those stated below.

10.2.1 Commercial General Liability - Occurrence Form

General Aggregate	\$2,000,000
Products/Completed Operations	\$1,000,000
Each Occurrence	\$1,000,000

10.2.2 Umbrella Coverage \$2,000,000

10.2.3 Automobile Liability

Any Automobile or Owned, Hired, and Non-owned Vehicles Combined Single Limit Per Accident for Bodily Injury & Property Damage	\$1,000,000
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10.2.4 Workers' Compensation and Employer's Liability

Workers' Compensation	Statutory
Employer's Liability: Each Accident	\$1,000,000
Disease - Each Employee	\$1,000,000
Disease - Policy Limit	\$1,000,000

10.3 Other Insurance Requirements: The insurance policies shall contain, or be endorsed to contain, the following provisions:

10.3.1 Additional Insured: In Commercial General Liability and Automobile Liability Coverages, the City of Flagstaff, its officers, officials, agents, employees, and/or subcontractors shall be named and endorsed as additional insureds with respect to liability arising out of the Contract and activities performed by or on behalf of Contractor, including products and completed operations of Contractor, and automobiles owned, leased, hired, or borrowed by Contractor.

10.3.2 Broad Form: Contractor's insurance policy shall contain broad form contractual liability coverage.

10.3.3 Primary Insurance: Contractor's insurance coverage shall be primary insurance with respect to the City, its officers, officials, agents, employees, and/or subcontractors. Any insurance or self-insurance maintained by the City, its officers, officials, agents, employees, and/or subcontractors shall be in excess of the coverage of Contractor's insurance and shall not contribute to it.

10.3.4 Each Insured: Contractor's insurance policies shall apply separately to each insured against whom a claim is made or suit is brought, except with respect to the limits of the insurer's liability.

10.3.5 Not Limited: Coverage provided by Contractor shall not be limited to the liability assumed under the indemnification provisions of the Contract.

10.3.6 Waiver of Subrogation: The insurance policies shall contain a waiver of subrogation against the City, its officers, officials, agents, employees, and/or subcontractors for losses arising from work performed by Contractor for the City.

11. Indemnity: Contractor shall be fully liable for the actions of its agents, employees, partners, and assigns and shall fully indemnify, defend, and hold harmless the City, and their officers, agents, and employees from third party suits, actions, damages, and costs of every name and description, including attorneys' fees to the extent arising from or relating to personal injury and damage to real or personal property, caused in whole or in part by the negligence or willful misconduct of Contractor, its agents, employees, partners, or assigns. This indemnification shall survive termination or expiration of the Contract.

12. Assignment/Subcontracting: Contractor shall not assign, sell, transfer, or subcontract rights, or delegate responsibilities of this Contract, in whole or in part, without the City's prior written approval.

13. Independent Contractor: Contractor shall be an independent contractor for purposes of all laws, including but not limited to the Fair Labor Standards Act, Federal Insurance Contribution Act, Social Security Act, Federal Unemployment Tax Act, Internal Revenue Code, Immigration and Naturalization Act; Arizona revenue and taxation, compulsory Workers' Compensation laws of the State of Arizona under A.R.S. § 23-901 (et. seq.) and/or unemployment insurance laws.
14. Nondiscrimination: Contractor shall not discriminate against any employee or applicant for employment or person to whom it provides Services because of race, color, religion, sex, national origin, disability, genetic information, veteran's status, pregnancy, and/or familial status and represents and warrants that it complies with all applicable federal, state, and local laws, ordinances and executive orders regarding employment.
15. Immigration Laws: Pursuant to A.R.S. § 41-4401, Contractor hereby warrants that it and each of its subcontractors shall comply with all state and federal immigration laws and regulations that relate to its employees and A.R.S. § 23-214(A). A breach of state and/or federal immigration laws and regulations shall constitute a material breach of the Contract.
16. Forced Labor of Ethnic Uyghurs: Contractor hereby certifies that it does not use the forced labor of ethnic Uyghurs in the People's Republic of China as defined in A.R.S. § 35-394, et seq.
17. No Boycott of Israel: Pursuant to A.R.S. §§ 35-393 and 35-393.01, if a Party has over ten (10) employees and the Contract is worth at least one-hundred thousand dollars and no cents (\$100,000), the Party shall certify that it is not currently engaged in, and agrees, for the duration of the Contract, will not engage in a boycott of Israel.
18. Warranty: All work shall be of good quality and free of defects, and performed in a diligent and professional manner. Contractor warrants all work for a period of one (1) year following final acceptance by the City. This warranty shall survive termination or expiration of the Contract.
19. Notice: Any formal notice under the Contract shall be in writing via certified mail and email as follows:

To the City:
Neil Chapman
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Neil.chapman@flagstaffaz.gov

To Contractor:
Kelli McCarty
40266 Junction Dr.
Oakhurst, CA 93644
proposals@arborworks.com
559-641-2434

To the City:
Patrick O'Connor
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
poconnor@flagstaffaz.gov

With a copy to:
Teddy Callan
City of Flagstaff
211 W. Aspen Ave.
Flagstaff, AZ 86001
Teddy.callan@flagstaffaz.gov

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20. Authority: Each Party warrants that it has authority to enter into the Contract and perform its obligations hereunder, and that it has taken all actions necessary to enter into the Contract.

CONTRACTOR:

CITY OF FLAGSTAFF

By: _____

By: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTEST:

APPROVED AS TO FORM:

City Clerk

City Attorney's Office

Notice to Proceed issued: _____, 20__

Last Updated January 23, 2026

Exhibit A

Scope of Work

The services required include, but are not limited to:

1. Tree Removal and Disposal

- The contractor shall remove designated trees (alive or dead) within City-managed properties. This includes felling the trees safely, removing all trunks, limbs, and branches, and ensuring no damage occurs to surrounding infrastructure (e.g., utilities, roads, sidewalks, buildings).
- Stump Removal: All stumps must be either ground down to at least 8 inches below grade or removed entirely, based on specific instructions. If a stump is not to be ground, it must be cut flush to the ground. Any resulting holes must be backfilled with topsoil, graded, and compacted to prevent settlement.
- All debris, including brush and wood chips, must be removed from the site, and disposed of in compliance with local, state, and federal regulations.
- Tree removal shall be completed within seven (7) working days of notification from the City unless otherwise specified for emergency services.

2. Slash Pile Specifications

- The contractor may be requested to construct slash piles on-site.
 - All stems and slash created by this thinning treatment will be hand piled.
 - Construct piles with a minimum height of 7 feet and minimum diameter of 7 feet.
 - Individual pieces of slash shall protrude no more than 3 feet from the pile.
 - Outside of cultural resource priority areas, construct piles in open areas. Within cultural resource priority areas, piles may only be constructed in approved locations. A PDF map of cultural resource priority areas will be provided to the selected contractor.
 - Do not place slash piles within 6 feet of any live tree and not under any live canopy.
 - Do not construct piles within 20 feet of any approved system trails.
 - Do not construct piles on top of down logs or stumps.

3. Tree Trimming and Pruning

- The contractor shall prune trees as designated by the City, ensuring the removal of all dead, diseased, or broken branches that pose safety hazards or impact infrastructure.
- Pruning Standards: Cuts must be clean, smooth, and made close to the trunk or parent limb without damaging the branch collar. Larger branches shall be removed using proper arboricultural practices such as the three-cut (jump-cut) method to avoid tearing the bark.
- All pruned branches, debris, and cuttings must be removed from the site and properly disposed of.
- Aerial Lift or Climbing Harnesses: Contractors must use appropriate equipment (aerial lifts, climbing harnesses, etc.) to ensure worker safety while performing tree trimming tasks.

4. Emergency Tree Services

- The contractor shall provide **on-call emergency services** 24/7 for urgent tree-related issues, such as storm damage, fallen trees obstructing roadways, or trees posing immediate threats to public safety or infrastructure.

5. Site Protection and Restoration

- The contractor is responsible for ensuring that no damage occurs to sidewalks, roads, curbs, utilities, or any other infrastructure during tree removal or trimming activities. Any damage caused by the contractor's operations must be repaired at the contractor's expense and to the satisfaction of the City.
- The contractor must take special care not to disturb underground utilities, water lines, or drainage systems. Coordination with utility providers is required prior to commencing any work that may impact these services.
- All work areas must be restored to their original condition upon completion of the project. This includes the removal of debris, sweeping of streets and sidewalks, and ensuring that any disturbed ground is properly backfilled and leveled.

6. Stump Grinding and Backfilling

- **Stump Grinding:** The contractor must grind stumps to a minimum depth of 8 inches below the surrounding grade. If roots or raised areas from the root flare remain, they must also be ground or leveled to match the adjacent ground.
- **Backfilling:** Holes from stump grinding must be backfilled with high-quality topsoil, free from debris, and compacted to prevent settlement. The contractor is responsible for providing the necessary topsoil.
- **Site Safety:** Stump grinding sites must be properly barricaded if not backfilled on the same day to prevent safety hazards.

7. Traffic Control and Safety

- The contractor is responsible for maintaining a safe work zone and controlling pedestrian and vehicular traffic as necessary during tree removal and trimming operations.
- Proper signage, cones, barriers, and other traffic control measures must be used in accordance with local safety regulations.
- The contractor must ensure that all work areas are safe and clear of hazards at the end of each workday. No partially cut or unstable trees may be left standing overnight.

8. Tree Removal and Disposal Requirements

Chipping and Mulching (Preferred Option Where Feasible)

- All trimmed branches, limbs, and woody debris under 12 inches in diameter may be chipped or mulched on-site.
- Chipped/mulched materials may be left on-site, depending on direction from the requesting department or project manager. Specific locations for mulch delivery or spread may be provided, but there is no requirement to remove mulch or specify a destination unless directed by the City.

Material Sensitivity and Safety

- Mulch shall not be placed in locations that may increase wildfire risk (e.g., areas with high ember exposure potential).
- The City retains discretion to determine where mulch may or may not be placed.

Large Debris

- Logs and stumps too large to chip may be cut into manageable pieces and left on-site or disposed of per City direction.

Off-Site Diversion (As Needed)

- If mulching on-site is not feasible, the City may direct the Contractor to deliver materials to local composting or recycling facilities.
- The City may, but is not required to, request documentation of disposal locations.

9. Additional Requirements:

1. **Coordination with Utilities:** The contractor must confirm the location of all utilities (above and below ground) before beginning any work, particularly for stump grinding and root removal near utility lines.
2. **Completion Timelines:** All non-emergency work must be completed within five (5) working days of receiving notification, or on the agreed-upon timeline with the designated City Project Manager. Emergency services must be completed within twelve (12) hours unless otherwise specified by the City.
3. **Disposal of Debris:** All debris, including branches, trunks, and chips, must be removed from the worksite by the contractor. The City does not permit leaving wood for public collection.

Exhibit B
Fee Schedule & Emergency Services Statement

Service/Equipment Description	Unit (Hour/Each/Tree/Mile)	Unit Rate (\$)	Notes/Limitations
Full Tree Removal	<i>Hourly Rate</i>	\$ 148.79	Rate is based on a two-person bucket crew. Trees greater than 24 inches DBH and those located in areas inaccessible to bucket equipment are excluded from this pricing.
Tree Cutting/Slash Pile Building	<i>Hourly Rate</i>	\$ 148.79	Rate is based on a two-person bucket crew. Trees greater than 24 inches DBH and those located in areas inaccessible to bucket equipment are excluded from this pricing.
Tree Cutting/Slash Pile Removal	<i>Hourly Rate</i>	\$ 148.79	Rate is based on a two-person bucket crew. Trees greater than 24 inches DBH and those located in areas inaccessible to bucket equipment are excluded from this pricing.
Hazard Tree/Limb Trimming Near Utilities	<i>Per Hour</i>	\$ 243.36	Rate is based on a three-person bucket crew. Trees greater than 24 inches DBH and those located in areas inaccessible to bucket equipment are excluded from this pricing.
Emergency Tree Removal	<i>Per Hour</i>	\$ 294.56	The emergency tree removal hourly rate applies to after-hours callouts and includes management presence on site during response activities. Time begins upon departure from the yard and ends upon return.
Stump Grinding	<i>Per Hour</i>	\$ 249.96	Hourly rates exclude equipment rental costs. Any rental equipment required for the scope of work will be billed as a passthrough at the applicable vendor daily rate.
Chipping & Debris Hauling (without tree cutting)	<i>Per load or hour</i>	\$ 148.79	Rate is based on a two-person crew utilizing a dump trailer and truck. Debris disposal charges are excluded and will be billed separately if applicable.
Traffic Control Services	<i>Per hour or per setup</i>	\$ 148.79	Rate is based on a two-person crew with a four-hour minimum for standard traffic control. Traffic control requiring certified performance or TC drawings will be billed as a passthrough at vendor rates and minimums.
Certified Arborist Consulting	<i>Per hour</i>	\$ 117.61	
Bucket Truck (40'/60'/75')	<i>Per day</i>	\$ 35.51	
Crane Operation	<i>Per day</i>		Crane operations are performed by a third-party contractor and will be billed as a passthrough at the vendor's established rates, including all applicable minimum charges and requirements.

**Describe approach/factors considered when quoting
Emergency services in a separate attached memo (no
page # requirement)**

**Specialized Services to be quoted by Contractor and
evaluated and accepted by City Project Manager*

	Date
Validity period for submitted rates	

10/29/2025
12/31/2026

EMERGENCY SERVICES APPROACH AND PRICING CONSIDERATIONS

City of Flagstaff – On-Call Tree Trimming Services

Overview

ArborWorks recognizes that emergency response requires immediate mobilization, specialized equipment, and experienced personnel capable of operating safely and efficiently under dynamic conditions. Our approach prioritizes rapid response, clear communication with City representatives, and coordinated deployment of field crews and management personnel to mitigate hazards and restore safety as quickly as possible.

Approach to Emergency Services

- **Availability and Response:** ArborWorks maintains on-call crews and management staff who can be mobilized 24/7 for storm response, downed tree incidents, or other urgent hazards.
- **Command and Coordination:** Management personnel are present on-site during emergency callouts to ensure effective communication, hazard assessment, and operational oversight.
- **Safety Protocols:** All emergency operations follow ANSI Z133 safety standards, utility vegetation management best practices, and site-specific hazard mitigation procedures.
- **Resource Allocation:** Crews are equipped with bucket trucks, dump trailers, chippers, and necessary rigging gear to efficiently manage tree removals, debris clearance, and site stabilization.
- **Documentation:** Work completed under emergency conditions is documented with time logs, photographs, and descriptions of actions taken, ensuring transparency and accountability.

Factors Considered in Pricing

- **After-Hours Premium:** Emergency events typically occur outside standard working hours and require higher labor costs due to overtime and rapid mobilization.
- **Management Oversight:** Pricing includes the presence of a management representative during all emergency responses for coordination and safety assurance.
- **Mobilization Time:** Time is billed from departure from the yard to return to the yard, ensuring coverage for travel, setup, and site demobilization.
- **Equipment Utilization:** Standard equipment (bucket trucks, dump trailers, etc.) is included in the hourly rate; specialized equipment (e.g., cranes, traffic control, rentals) is billed as a passthrough at vendor rates.

Commitment

ArborWorks is committed to providing safe, efficient, and timely emergency tree services to support the City of Flagstaff's public safety and infrastructure needs. Our experienced team has a proven record of responding effectively to large-scale storm events, wildfire recovery efforts, and municipal hazard mitigation projects across multiple states.

