

**CITY OF WEST COVINA
MAINTENANCE SERVICES AGREEMENT
WITH
WEST COAST ARBORISTS, INC.
FOR
TREE TRIMMING AND MAINTENANCE SERVICES**

THIS AGREEMENT is made and entered into the 1st day of July, 2020 ("Effective Date"), by and between the CITY OF WEST COVINA, a municipal corporation ("City"), and WEST COAST ARBORISTS, INC., a California corporation ("Contractor").

W I T N E S S E T H :

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide tree trimming and maintenance services, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated, except that if Contractor is required to but does not yet hold a City business license, it will promptly obtain a business license and will not provide services to the City until it has done so; and

C. WHEREAS, City and Contractor desire to contract for the specific services described in Exhibit "A" and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of Sections 1090-1092 of the California Government Code, in the subject matter of this Agreement.

E. WHEREAS, Contractor responded to the City's Request for Proposals for Tree Trimming and Tree Maintenance Services (Spec. No. 61-007) dated April 27, 2020 ("RFP"). The RFP is incorporated via this reference as if fully set forth herein.

F. WHEREAS, Contractor's response to the RFP was a material inducement to the City ultimately entering into this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONTRACTOR

1.1. Scope of Services. Contractor shall provide the professional services described in the Scope of Services attached hereto as Exhibit "A," incorporated herein by this reference. Contractor shall comply with all requirements set forth in the RFP in providing the services. Contractor acknowledges and agrees that the services will be provided as requested by the City on a schedule agreed upon by City and Contractor and that Contractor is not entitled to deliver any specific amount of services under this Agreement.

1.2. Professional Practices. All professional services to be provided by Contractor pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional Contractors in similar fields and circumstances in accordance with sound professional practices. Contractor also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Contractor's performance of this Agreement. Contractor shall keep itself informed of State and Federal laws and regulations which in any manner affect those employed by it or in any way affect the performance of its service pursuant to this Agreement. The Contractor shall at all times observe and comply with all such laws and regulations. City officers and employees shall not be liable at law or in equity for any claims or damages occurring as a result of failure of the Contractor to comply with this section.

1.3 Prevailing Wage Requirements.

- (a) Compliance with Prevailing Wage Requirements. Contractor shall comply with all applicable provisions of California Labor Code sections 1720 through 1861. Pursuant to Sections 1720 through 1861 of the California Labor Code, Contractor and its subcontractors shall ensure that all workers who perform work under this Agreement are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). Copies of such prevailing rate of per diem wages are on file at the City and are available for inspection to any interested party upon request. Copies of the prevailing rate of per diem wages may also be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Contractor and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.
- (b) Payroll Records. Contractor shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records to the City. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City.
- (c) Apprentices. Contractor and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Contractor is responsible for ensuring its subcontractors comply with Sections 1777.5, 1777.6 and 1777.7.
- (d) Working Hours. Contractor and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to, restricting working hours on public works contracts to eight (8) hours a day and forty (40) hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay.

- (e) Penalties for Violations. Contractor and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

1.4. Bonds. Contractor shall furnish the following bonds: (1) a Performance Bond in an amount equal to \$2,425,000, and (2) a Payment Bond (Labor and Materials) in an amount equal to \$2,425,000. The bonds shall be in a form approved by City and shall be attached to this Agreement as Exhibit "C."

- (a) All bonds shall be accompanied by a power of attorney from the surety company authorizing the person executing the bond to sign on behalf of the company. If the bonds are executed outside the State of California, all copies of the bonds must be countersigned by a California representative of the surety. The signature of the person executing the bond shall be acknowledged by a Notary Public as the signature of the person designated in the power of attorney.
- (b) All the bonds shall be executed by a California admitted surety with an A.M. Best's Company rating satisfactory to the City. If an A.M. Best's rating is not available, the proposed surety must meet comparable standards of another rating service satisfactorily to City. Bonds issued by a California admitted surety listed in the latest versions of the U.S. Department of Treasury Circular 570 must be accompanied by all of the documents enumerated in California Code of Civil Procedure § 995.660(a).
- (c) The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the contract documents or the work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the contract documents.

1.5. Performance to Satisfaction of City. Contractor agrees to perform all the work to the reasonable satisfaction of the City. Evaluations of the work will be conducted by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

- (a) Meet with Contractor to review the quality of the work and resolve the matters of concern;
- (b) Require Contractor to repeat the work at no additional fee until it is satisfactory; and/or
- (c) Terminate the Agreement as hereinafter set forth.

1.6. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement.

1.7. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical or mental disability, medical condition, genetic information, pregnancy, marital status, sex, gender, gender identity, gender expression, sexual orientation, or military or veteran status, except as permitted pursuant to Section 12940 of the Government Code.

1.8. Non-Exclusive Agreement. Contractor acknowledges that City may enter into agreements with other Contractors for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.9. Confidentiality. Employees of Contractor in the course of their duties may have access to financial, accounting, statistical, and personnel data of private individuals and employees of City. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are deemed confidential and shall not be disclosed by Contractor without written authorization by City. City shall grant such authorization if disclosure is required by law. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement.

1.10. Public Records Act Disclosure. Contractor has been advised and is aware that this Agreement and all reports, documents, information and data, including, but not limited to, computer tapes, discs or files furnished or prepared by Contractor, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 6250 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in California Government Code Section 6254.7, and of which Contractor informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the court.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "B," attached hereto and made a part of this Agreement (the "Fee Schedule"). Contractor's annual compensation during the initial term and any extension period shall not exceed Four Hundred Eighty-Five Thousand Dollars (\$485,000.00). Contractor's total compensation shall not exceed Two Million Four Hundred Twenty-Five Thousand Dollars (\$2,425,000.00).

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal unless the City, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the Scope of Services, an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services. Such increase in additional fees shall be limited to 25% of the total contract sum or to the

maximum total contract amount of \$25,000, whichever is greater. The Department Head or City Manager is authorized to approve a Change Order for such additional services.

2.3. Method of Billing. Contractor may submit invoices to the City for approval on a progress basis, but no more often than once a month. Said invoice shall be based on the total of all Contractor's services which have been completed to City's sole satisfaction. City shall pay Contractor's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail the services performed, the date of performance, and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Contractor's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City for inspection and/or audit at mutually convenient times from the Effective Date until three (3) years after the termination or expiration of this Agreement.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. Unless otherwise agreed to by the parties, the professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party. If a delay beyond the control of the Contractor is encountered, a time extension may be mutually agreed upon in writing by the City and the Contractor. The Contractor shall present documentation satisfactory to the City to substantiate any request for a time extension.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three (3) years, ending on June 30, 2023, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. Thereafter, this Agreement may be extended for a maximum of two (2) successive one (1) year periods. Such extensions, if any, will be evidenced by a written amendment to this Agreement.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing at least fifteen (15) days prior written notice to Contractor. In the event of such termination, Contractor shall immediately stop rendering services under this Agreement unless directed otherwise by the City. If the City suspends, terminates or abandons a portion of this Agreement such suspension, termination or abandonment shall not make void or invalidate the remainder of this Agreement.

If the Contractor defaults in the performance of any of the terms or conditions of this Agreement, it shall have ten (10) days after service upon it of written notice of such default in which to cure the default by rendering a satisfactory performance. In the event that the Contractor fails to cure its default within such period of time, the City shall have the right, notwithstanding any other provision of this Agreement, to terminate this Agreement without further notice and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement.

The City also shall have the right, notwithstanding any other provisions of this Agreement, to terminate this Agreement, at its option and without prejudice to any other remedy to which it may be entitled to at law, in equity, or under this Agreement, immediately upon service of written notice of termination on the Contractor, if the latter should:

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any indebtedness under this Agreement;
- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the effective date of the City's written notice of termination, within forty-five (45) days after the effective date of the notice of termination or the final invoice of the Contractor, whichever occurs last. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein.

4.4. Documents. In the event of termination of this Agreement, all documents prepared by Contractor in its performance of this Agreement including, but not limited to, finished or unfinished design, development and construction documents, data studies, drawings, maps and reports, shall be delivered to the City within ten (10) days of the effective date of the notice of termination, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Contractor shall obtain, maintain, and keep in full force and effect during the life of this Agreement all of the following minimum scope of insurance coverages with an insurance company authorized to do business in California, with a current A.M. Best's rating of no less than A:VII, and approved by City:

- (a) Broad-form commercial general liability, including premises-operations, products/completed operations, broad form property damage, blanket

contractual liability, independent contractors, personal injury or bodily injury with a policy limit of not less than Two Million Dollars (\$2,000,000.00), combined single limits, per occurrence. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

- (b) Business automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars (\$1,000,000.00), combined single limits, per accident for bodily injury and property damage.
- (c) Workers' compensation insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with a limit of no less than One Million Dollars (\$1,000,000.00) per accident for bodily injury or disease. Contractor agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving subrogation rights under its workers' compensation insurance policy against the City, its officers, agents, employees, and volunteers for losses arising from work performed by Contractor for the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

By execution of this Agreement, the Contractor certifies as follows:

I am aware of, and will comply with, Section 3700 of the Labor Code, requiring every employer to be insured against liability of Workers' Compensation or to undertake self-insurance before commencing any of the work.

The Contractor shall also comply with Section 3800 of the Labor Code by securing, paying for and maintaining in full force and effect for the duration of this Agreement, complete Workers' Compensation Insurance, and shall furnish a Certificate of Insurance to the City before execution of this Agreement by the City. The City, its officers and employees shall not be responsible for any claims in law or equity occasioned by failure of the Contractor to comply with this section.

- (d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars (\$1,000,000.00), combined single limits, per occurrence or claim, and Two Million Dollars (\$2,000,000.00) aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If the policy is written as a "claims made" policy, the retroactivity date shall be prior to the start of the work set forth herein. Contractor shall obtain and maintain said E&O liability insurance during the life of this Agreement and for five (5) years after completion of the work hereunder. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a retroactive date prior to the effective date of this Agreement, Contractor shall purchase "extended reporting" coverage for a minimum of five (5) years after completion of the work.

If the Contractor maintains higher limits or has broader coverage than the minimums

shown above, the City requires and shall be entitled to all coverage, and to the higher limits maintained by the Contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City.

5.2. Endorsements. The insurance policies are to contain, or be endorsed to contain, the following provisions:

- (a) Additional Insureds: The City of West Covina and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to: liability arising out of activities performed by or on behalf of the Contractor pursuant to its contract with the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.
- (b) Notice of Cancellation: Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City.
- (c) Primary Coverage: The Contractor's insurance coverage shall be primary insurance as respects the City of West Covina, its officers, officials, agents, employees, and volunteers. Any other insurance maintained by the City of West Covina shall be excess and not contributing with the insurance provided by this policy.
- (d) Waiver of Subrogation: Contractor hereby grants to City a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City has received a waiver of subrogation endorsement from the insurer.
- (e) Coverage Not Affected: Any failure to comply with the reporting provisions of the policies shall not affect coverage provided to the City of West Covina, its officers, officials, agents, employees, and volunteers.
- (f) Coverage Applies Separately: The Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

5.3. Deductible or Self Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. The City may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City.

5.4. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement. The City

reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time.

5.5. Non-limiting. Nothing in this Section shall be construed as limiting in any way the indemnification provision contained in this Agreement.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification.

6.2. Representatives. The City Manager or his or her designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Contractor shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Contractor called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Key Personnel. It is the intent of both parties to this Agreement that Contractor shall make available the professional services of Nick Alago, who shall coordinate directly with City. Any substitution of key personnel must be approved in advance in writing by City's Representative.

6.4. Notices. Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile, Email or by U.S. mail. If by U.S. mail, it shall be addressed as set forth below and placed in a sealed envelope, postage prepaid, and deposited in the United States Postal Service. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile or by Email; and c) 72 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONTRACTOR:

West Coast Arborists, Inc.
2200 E. Via Burton St.
Anaheim CA, 92806
Tel: (714) 920-0558
Email: nalago@wcainc.com
Attn: Nick Alago

IF TO CITY:

City of West Covina
825 S. Sunset Avenue
West Covina, CA 91790
Tel: (626) 939-8790
Email: jaguilar@westcovina.org
Attn: Josue Aguilar

6.5 Attorneys' Fees. If litigation is brought by any party in connection with this Agreement, each party shall be responsible for its own costs and expenses, including attorneys' fees.

6.6. Governing Law. This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Los Angeles County, California.

6.7. Assignment. Contractor shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Contractor's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Contractor of Contractor's obligation to perform all other obligations to be performed by Contractor hereunder for the term of this Agreement.

6.8. Indemnification and Hold Harmless. Contractor agrees to defend, indemnify, hold free and harmless the City, its elected and appointed officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, demands, actions, suits or other legal proceedings brought against the City, its elected and appointed officials, officers, agents and employees arising out of the performance of the Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by the Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of the Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against the City, its elected and appointed officials, officers, agents and employees based upon the work performed by the Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not the Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, the Contractor shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Contractor's Proposal, which shall be of no force and effect.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under

this paragraph.

6.10. PERS Eligibility Indemnification. In the event that Contractor or any employee, agent, or subcontractor of Contractor providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Contractor shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Contractor or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Contractor and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.11. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render any reasonable assistance and cooperation which City might require.

6.12. Ownership of Documents. All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Electronic Safeguards. Contractor shall identify reasonably foreseeable internal and external risks to the privacy and security of personal information that could result in the unauthorized disclosure, misuse, alteration, destruction or other compromise of the information. Contractor shall regularly assess the sufficiency of any safeguards and information security awareness training in place to control reasonably foreseeable internal and external risks, and evaluate and adjust those safeguards in light of the assessment.

6.14. Economic Interest Statement. Contractor hereby acknowledges that pursuant to Government Code Section 87300 and the Conflict of Interest Code adopted by City, Contractor is designated in said Conflict of Interest Code and is therefore required to file an Economic Interest Statement (Form 700) with the City Clerk, for each employee providing advice under this Agreement, prior to the commencement of work, unless waived by the City Manager.

6.15. Conflict of Interest. Contractor and its officers, employees, associates and subcontractors, if any, will comply with all conflict of interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act of 1974 (Government Code Section 81000, *et seq.*) and Government Code Sections 1090-1092. Contractor covenants that none of Contractor's officers or principals have any interest in, or shall acquire any interest, directly or indirectly, which will conflict in any manner or degree with the performance of the services hereunder, including in any manner in violation of the Political Reform Act. Contractor further covenants that in the performance of this Agreement, no person having such interest shall be used by Contractor as an officer, employee, agent, or subcontractor. Contractor further covenants that Contractor has not contracted with nor is performing any services, directly or indirectly, with any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City and further covenants and agrees that Contractor and/or its subcontractors shall provide no service or enter into any agreement or agreements with a/any developer(s) and/or property owner(s) and/or firm(s) and/or partnership(s) owning property in the City prior to the completion of the work under this Agreement.

6.16. Prohibited Employment. Contractor will not employ any regular employee of City while this Agreement is in effect.

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the document referenced.

6.18. Costs. Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.19. No Third Party Beneficiary Rights. This Agreement is entered into for the sole benefit of City and Contractor and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.20. Headings. Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.21. Amendments. Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver. The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability. If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party, is materially impaired, which determination made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts and Electronic Signatures. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement. Counterpart written signatures may be transmitted by facsimile, email or other electronic means and have the same legal effect as if they were original signatures.

6.25. Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so the parties hereto are formally bound to the provisions of this Agreement.

6.26 Taxpayer Identification Number. Contractor shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W9, as issued by the Internal Revenue Service.

[SIGNATURE PAGE FOLLOWS]


IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF WEST COVINA,
A municipal corporation



David Carmany
City Manager

Date: 7.13.20

CONTRACTOR


Patrick Mahoney
President

Date: 7/2/20



Richard Mahoney
Vice President/Secretary

Date: 7-2-20

ATTEST:



Lisa Sherrick
Assistant City Clerk

APPROVED AS TO FORM:



Thomas P. Duarte
City Attorney

Date: 07/09/2020

APPROVED AS TO INSURANCE:



Helen Tran
Human Resources and Risk Management
Director

Date: 7/15/2020

EXHIBIT A
SCOPE OF SERVICES

Tree Trimming and Tree Maintenance Services

The scope of work is complete, continuous, consistent and safe tree maintenance of a variety of species throughout the City. Tree maintenance may consist of pruning, removals, stump grinding, planting, staking, pest control, fertilizing, watering, emergency response, arborist services, inventory and banner hanging work.

The Contractor shall provide all equipment, labor and materials necessary for performing tree maintenance according to the specifications in this agreement. The equipment shall be clean and well-maintained, of the latest and most efficient design. Maintenance personnel shall be uniformed professional and well trained.

Selective pruning shall be employed always based solely on the standards prescribed by the International Society of Arboriculture and according to the ANSI A300 pruning standards.

The intent and purpose of this agreement is to provide a level of tree maintenance to the areas such that each will present a safe, pleasing, and desirable appearance always within the limitations of the contracted service requirements. The contractor agrees to maintain all the designated areas covered by this Agreement at such levels. The City Engineer, or his designated representative, shall be the sole judge as to the adequacy and quality of the tree maintenance.

The work shall be done in accordance with "The 'Green Book' Standard Specifications for Public Works Construction" 2018 edition including subsequent amendments, supplements and/or additions. Copies are available from the publisher, Building News, Incorporated, 1612 So. Clementine Street, Anaheim, California, 92802, telephone (714) 517-0970.

Where the City Engineer is mentioned in these provisions, it shall be noted that his designated representative may act on his behalf regarding administration of this agreement.

The term "tree" is used about both woody trees and palms in the language of this agreement, unless otherwise specified.

Contractor will perform complete prunes on approximately 5,000 city trees in the grid each year over a five year period, as requested by City and on a schedule agreed upon by City and Contractor.

Contractor will perform complete prunes on approximately 2,000 palm trees each year over a two year period, as requested by City and on a schedule agreed upon by City and Contractor.

Contractor will perform complete prunes on approximately 7,000 city trees over 5 year trim cycle in Landscape Maintenance Districts ("LMD"), as requested by City

and on a schedule agreed upon by City and Contractor. This would equal to approximately 1,400 trees each year.

Notwithstanding the foregoing estimates, Contractor is not entitled to deliver any minimum amount of services under this Agreement.

Complete pruning includes: raising the canopy height for building and right of way clearance, eliminating deadwood, crossing branches, and other safety concerns; shaping and thinning for the health of the tree and for aesthetics.

The number of trees indicated here are estimates to date based on the City's tree inventory system. The exact number of trees to be pruned at any one time will be determined when specific addresses and locations are provided.

Contractor is to provide all labor and equipment necessary to perform pruning operations as described in this contract.

All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree, following procedures of current industry standards, or as instructed by the City. All major pest problems shall be reported to the City Contract Supervisor within 24 hours from the initial identification via email.

1.1. SUPERVISION & STAFF

The Contractor shall assign a supervisor to be on site each working day, working regular working hours, for the duration of this contract. The contractor and its staff shall have skills, expertise, and experience in arboriculture; including pest control, soils, fertilizers and plant identification. The supervisor must be fluent in the English language. The supervisor shall be thoroughly knowledgeable of the General and Special Provisions of this Agreement, as set forth in the RFP.

1.2. WORK LISTS

- a) **Grid Pruning** - The Public Services Department Representative will identify pruning locations by highlighting the corresponding streets on the map, which will be provided to the Contractor, along with a specific pruning assignment such as full trim, clean, raise, or palm trimming. The Contractor shall document all work onto a City Contractor Work List (Appendix D to RFP); and record the location, species, size, work type, quantity, unit costs and lump sum amounts for each tree trimmed. The price paid for grid pruning shall be as specified in Section 7.12(C) of the RFP.
- b) **Removals and Plantings** - The Public Services Department Representative will provide a work list consisting of location, tree species, size, work type, quantity, unit costs and lump sum amounts.

- c) **Inspection** - The Contractor shall notify the Public Services Department Representative upon completion of each work list and shall not process any work list for invoicing until all sites on the list have been inspected by the Public Services Department Representative. Also, daily, or as required, the Contractor or its supervisor may walk the project with the Public Services Department Representative for determining compliance with the specifications or to discuss required work. Any tree(s), which in the opinion of the Public Services Department Representative have not been pruned, removed or planted according to the conditions of the specifications set forth herein shall be brought to the attention of the Contractor and, if not corrected, payment to the Contractor will not be made until the condition is corrected.
- d) **Service Requests and Location Lists** - The Contractor could be given additional service requests and location lists each day, in addition to the weekly or grid schedule list. This work will be considered as normal work and not subject to emergency work cost or crew rental costs.

1.3. TREE INVENTORY AND WORK SHEETS

All trees that are in the tract, in which the Contractor is working, shall be recorded onto a City Tree Inventory List (Appendix E to the RFP). The Tree Inventory along with the list of trees pruned/removed shall be given to the Public Services Department Representative monthly. Each field on the inventory sheet should be filled in as follows:

- a) **Right of Way** – This is the public right of way (and/or tree maintenance easement) as recorded in the development plans. The measurement will be the width of the parkway, or in areas in which there is no parkway, the designated footage beginning from the curb face.
- b) **Address** – Consists of the house number and complete street name. If the tree is on the side of a corner house, the name of the intersecting street shall be included.
- c) **Species** – Including hybrids, varieties and cultivars.
- d) **Diameter at Breast Height (DBH)** – The measurement of the trunk diameter at 4.5 feet from the base, as described in section 7.12(f) of the RFP. Multi-trunk trees shall be recorded by using the DBH of the largest trunk followed by the letter M and the total amount of the trunks.

1.4. CREW RENTAL

The standard crew is three (3) workers, one (1) chipper truck, one (1) chipper and all necessary hand tools. The crew equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of

extraordinary work.

1.5. EMERGENCY RESPONSE WORK SCHEDULE

Emergency response work may be required to mitigate safety hazards outside of normal working hours.

- a) Emergency response work will not be performed without prior approval by the Public Services Department Representative unless a condition exists wherein it appears there is a danger of injury to persons or property.
- b) Payment of emergency response work shall be in accordance with the hourly rates and unit prices in the Emergency Response Work Schedule.
- c) The City reserves the right to cause any emergency response work deemed necessary by the Public Services Department Representative to be performed by the City crews, other contractors, or day labor, at no cost to the Contractor.
- d) Emergency response work is work performed after normal working hours or anytime during a 24- hour period that the Public Services Department Representative deems an emergency. Emergency response work does not include service requests and location lists assigned during normal working hours (7 a.m. to 4 p.m. Monday through Friday, not including Holidays)
- e) Emergency Response and Crew Rental rates begin when the crew arrives on site and begins work, and end at the completion of the work requested by the City. Portal to Portal pay is not allowed.

1.6. SAFETY MEASURES

- a) The Contractor shall obey and adhere to Cal OSHA requirements for worker safety, and ANSI Z133.1 Safety Requirements.
- b) Any person working in proximity to electrical conductors shall be properly trained in electrical hazard recognition and avoidance, and possess the appropriate qualifications required by the State of California.
- c) Any dead tree, tree with excessive decay, or tree with a substantial defect such as a split, crack, or unstable root system, shall be reported immediately to the Public Services Department Representative.
- d) The Contractor shall postpone any tree maintenance activity wherein a vehicle is in proximity and such activity has the likelihood of causing damage to vehicle. In such instances, it is the responsibility of the Contractor to immediately notify the vehicle owner and request to have the

vehicle moved to a safe location. Any abandoned vehicle shall be reported to the West Covina Police Dept.

1.7. PRESERVATION OF PROPERTY

- a) The Contractor shall carefully protect from damage all trees, shrubs, ground covers, turf irrigation, water service, fences, sidewalk, buildings, automobiles, street lights, street signs, or any other facilities located on or adjacent to the job site.
- b) Should any direct or indirect damage or injury result to any public or private property by or because of any act, omission, neglect or misconduct in the execution of work, on the part of the Contractor or the Contractor's employees, such property shall be restored by the Contractor, to a condition equivalent to that existing before damage occurred.
- c) The Contractor shall be responsible for the complete removal and replacement of trees lost due to the Contractor's faulty maintenance or negligence, as determined by the Public Services Department Representative. Replacement shall be made by the Contractor in the kind and size of trees as determined by the Public Services Department Representative. Where there is a difference in value between the trees lost and the replacement of trees, this difference will be deducted from the contract payment. In all cases, the value of the trees lost will be determined by the Public Services Department Representative, using the latest Council of Tree and Landscape Appraisers – Guide for Plant Appraisal.

1.8. PRESERVATION OF WILDLIFE

Reasonable efforts shall be taken to protect and preserve the nests, or nesting cavities, of beneficial birds and other beneficial animals, unless in-so doing would create a hazardous condition.

1.9. QUALITY OF WORK

The Contractor shall be committed to retaining the value of all trees in its care, and at no time under this contract agreement shall the Contractor decrease the value of any tree without written authorization from the Public Services Department Representative.

The Contractor shall be skilled in arboriculture and have the expertise necessary to perform all duties to the highest standard, as required in this agreement.

The Public Services Department Representative shall be the sole judge as to the adequacy and quality of maintenance.

1.10. DISEASE CONTROL

Any monocot or dicot species that is known to transmit an infectious disease prevalent in the landscape shall be pruned with handsaws, pole saws or reciprocating saws only. Prior to pruning, all saw blades must be sterilized by a ten (10) minute immersion in a bucket of water containing twenty-five (25) percent chlorine bleach. A fresh solution shall be mixed daily. Each tree shall be pruned utilizing a blade that has been sterilized in this fashion, thereby preventing tree-to-tree disease transmission via the saw blade. After a tree has been pruned, the saw blade shall not be utilized again until it has been sterilized by the ten (10) minute immersion method described above.

1.11. PRUNING – GENERAL REQUIREMENTS

- a) Pruning shall be in strict accordance with all standards and methods as prescribed by the International Society of Arboriculture (Appendix C).
- b) The Contractor shall prune to retain the natural structure of each tree species, unless otherwise directed by the Public Services Department Representative, and have the knowledge and ability to determine each tree species response to pruning. Pruning patterns shall be consistent so that visual continuity is maintained, and the value of all City trees pruned is increased.
- c) The use of chain saws shall be restricted to those cuts that cannot be made with hydraulic, pneumatic, or manually operated lopping shears. All blades, chains and other cutting devices shall be kept sharpened, to make a clean final cut, with the bark intact and free from stripping or shredding. Wound dressings are not permitted.
- d) Pruning cuts shall be made carefully and at the proper location; this will be back to the parent branch or trunk, just to the outside of the branch collar and branch bark ridge.
- e) Branch cuts shall be kept as small as possible to prevent excessive decay. No live branch greater than eight (8) inches in diameter (measured at the base of the branch) shall be removed without authorization from the Public Services Department Representative, unless said branch is weakly attached or has other significant defect.
- f) Limbs, measuring two (2) inches or greater in diameter, shall be removed using the three-cut method (Appendix C).
- g) When pruning mature trees, no more than twenty-five (25) percent of the leaf-bearing canopy should be removed. Live Oaks are limited to ten (10) percent.
- h) When reducing the length of a limb back to a lateral branch, the lateral should be at least one-third the diameter of the portion removed.

- i) Young trees shall be pruned primarily to improve structure (Appendix C).
- j) Private trees encroaching upon a City sidewalk or street, and are not providing proper height clearance requirements, shall be raised on the street-side only to mitigate nuisance or hazard. The cost shall be adjusted to one half that for complete raise.
- k) The use of climbing spurs, gaffs, or any other climbing devise that causes puncture wounds is prohibited, except for aerial rescue efforts, or during removals.
- l) The Contractor shall not prune any tree(s), which have been pruned by a resident or homeowner and have been trained, cut, or sheared in such a way to form a hedge, espalier, or picturesque shape, and have not been trained in the normal landscape shade tree standard of pruning. Such trees shall not be recorded on the work list. These trees are to be noted, and the Contractor shall inform the Public Services Department Representative of them by address.
- m) Any inappropriate piece of metal, wire, rubber, wood, or other material that is damaging the growing tissue of a tree or predisposes the tree to irreparable damage in the future, shall be removed. If it is determined that the material cannot be removed without further damage to the growing tissue of the tree, it shall not be removed, but necessary actions shall be taken to reduce the impact of this material to the tree by cutting out as much of the exposed surface of it as possible.
- n) Vines that are entwined on the trunk or throughout the limb structure shall be removed with caution, avoiding injury to tree.

1.12. PRUNING – WORK TYPE DESCRIPTIONS

The following four work type descriptions may be assigned to the Contractor. All general requirements for pruning shall be followed.

- a) **Grid Pruning** – Grid pruning means routine tree pruning per pre-designated districts/grids on a scheduled cycle or any grouping of seven (7) or more trees near one another, within an approximate 200-yard radius, and shall be paid as grid pruning even when off the regularly scheduled district/grid plan. The price paid for grid pruning shall be as specified in Section 7.12(C).
- b) **Full Pruning** - The objective is to improve tree structure, reduce wind sail effect, allow for improved light penetration, provide proper clearances, and to remove dead or other undesirable limbs.

Selective pruning shall be implemented; any or all pruning techniques shall be applied depending on the requirements of each tree. These include, structural pruning, crown cleaning, crown thinning, crown reduction, crown raise and crown

restoration.

- c) **Crown Raise** - In areas where raises are specified, no other type of pruning shall be done. A crown raise is removal of lower branches only, to provide proper height clearance. Fourteen and one-half (14.5) feet clearance is required over streets, where applicable. Nine (9) feet clearance is required over parkways and sidewalks. Eleven (11) feet clearance is required over equestrian trails. To avoid destroying the natural structure of small trees, they shall not be raised to the afore mentioned specifications. Instead, such trees shall be pruned to reduce the length of the obstructing limbs.
- d) **Crown Cleaning** - In areas where cleaning is specified, no other type of pruning shall be done. Crown cleaning is the removal of dead, dying, diseased, broken and weakly attached branches. Crown cleaning shall also include crown raise, when needed to provide proper clearance.
- e) **Crown Reduction** - In areas where height issues are specified, no other type of pruning shall be done. Crown reduction is used to reduce the height and/or spread of a tree. Thinning cuts are most effective in maintaining the structural integrity and natural form of a tree and in delaying the time when it will need to be pruned again. The lateral to which a branch or trunk is cut should be at least one-half the diameter of the cut to be made.
- f) **Palm Pruning** – Palm fronds are to be removed so that a 90-degree angle is achieved. The angle shall be measured from the horizontal axis of the growing point base.

All dead fronds, flower stalks and fruit stalks shall be removed and cut as close to their base as possible without damaging adjacent fronds or trunk tissue. Loose petioles from previous pruning operations shall be removed carefully.

When pruning palms in the Phoenix genus it is imperative to sterilize all pruning equipment (as described in section 7.25 to avoid possible tree-to-tree transmission of the disease Fusarium oxysporum.

1.13. SELECTIVE PRUNING

When performing any of the four pruning work types, mentioned in section 7.31, it is imperative to employ selective pruning to prevent over pruning. If any tree in an assigned area requires a lesser amount of pruning than what has been assigned, only that which is necessary will be performed.

1.14. TREE REMOVALS

- a) All tree removal operations shall be in strict accordance with the methods prescribed by the International Society of Arboriculture.

- b) Trees designated for removal by the Public Services Department Representative will be marked with a DOT, using white paint, on the trunk, just above the root collar of the tree. If for any reason there is doubt regarding the trees(s) to be removed, the Public Services Department Representative will be contacted before work commences.
- c) Felling is permitted providing it can be safely achieved without endangering surrounding property and will not interfere with vehicular traffic. A tag line(s) shall be used to direct fall always. All bystanders shall be kept at a safe distance from the work site.
- d) Trees too large to fell shall be removed in sections. Each section shall be cut into a size that can be handled easily and safely by one tree worker. If section is too heavy for one worker, it shall be rigged and lowered to the ground. The means of lowering shall be acceptable to the Public Services Department Representative.
- e) Stump grinding shall be incorporated with the removal of the tree and performed on the same day. The underground service alert regional notification center (Dig Alert) must be called prior to the start of the removal list, to allow enough time for each site to be marked before work begins.
- f) The depth of stump grind shall be no less than eighteen (18) inches below lowest surface grade. The grind shall comprise the entire stump below soil surface and any uplifted portion of the soil caused by the root flare. Exposed roots, whether in the public right of way or private property, shall be traced and ground or chopped out to a depth of no less than eight (8) inches below the lowest surface grade. If irrigation is damaged it shall be repaired immediately. The site shall be backfilled with a mix of 60% soil and 40% of the remaining wood chips; then firmly tamped down to allow for as little settling as possible. All excess wood chips and soil shall be hauled away. When complete, the work site shall be level and at the original soil grade of the surrounding area.

1.15. TREE PLANTING AND STAKING

- a) Trees purchased by the Contractor shall comply with the specifications set forth in the Standards for Purchasing Container-Grown Landscape Trees (Appendix F).
- b) All trees shall be planted according to the Standards prescribed by the International Society of Arboriculture. The standard plan for tree planting, as per Standard Plans for Public Works Construction (SPPWC), Std. Plan No 518-3, Sheet 2, shall be followed (Appendix H).
- c) The Contractor shall follow the requirements in section 7.11, UNDERGROUND ALERT of this contract before the excavation of any tree-planting site.

- d) Prior to planting, the natural root flare must be identified. Any soil that may be covering the root flare must be removed. The planting hole shall be dug to a size of two times the width of the root ball, leaving the bottom firm, to prevent the tree from settling. The container shall be removed carefully to prevent root or stem damage; the tree shall not be pulled by the stem. If the container does not come off easily, it shall be cut on one or more sides, from top to bottom, to allow its removal. Circling roots shall be separated and spread outward. Densely matted roots that cannot be teased apart shall be cut cleanly in two places.
- e) The tree shall be lifted by the root ball only and carefully placed in the planting hole. The root ball shall be oriented so that the tree stands vertical, with the top of the root ball approximately one to two inches higher than the soil grade. Backfill shall be native soil only with no rocks greater than three inches diameter. Soil shall not be placed on top of the root ball. Displace air pockets in the backfill by moderately tamping with shovel handle and watering in. Check for settling and add backfill if necessary. To avoid compaction of the soil, do not tamp the backfill with excessive pressure or use broad, heavy objects.
- f) Any tree that can stand upright without support and would be able to withstand prevailing winds along with yearly Santa Ana wind occurrences shall not be staked.
- g) If upon determining a tree cannot support itself, two stakes of good quality treated lodge pole pine not exceeding eight feet in length and no more than two and one-half inches in diameter, shall be used. The stakes shall be placed in a northwest / southeast configuration to give maximum support during heavy wind conditions and placed outside the root ball, avoiding any damage to roots. Stakes shall be pounded down until sufficiently stable. The top of the stakes interfering with branch structure shall be cut off below the lowest branch where the tree's growth habit permits.
- h) Trees shall be tied to stakes using rubber cinch ties, thirty-two inches in length, attached by a method of a figure eight loop between the tree trunk and each stake. Ties shall be attached to stakes with galvanized nails driven into the stakes. A minimum of two ties shall be used, placed high enough on the trunk to support the crown. Additional ties shall be placed lower on the trunk if needed to straighten. Ties shall be taught enough to prevent trunk from rubbing against the stakes, but with a modest amount of slack to allow movement of the tree. Ties shall not be placed in branch crotches.
- i) A plastic guard shall be placed loosely around the base of the trunk.
- j) A watering basin shall be placed around the outer edge of the root ball in areas where run-off will occur. The basin shall be in the form of a tightly compacted soil berm, three inches in height. A watering basin is not required on turf or dense groundcover.

1.16. STAKING ONLY

The Contractor shall stake any tree that is unable to stand upright on its own, whether the existing stakes have become loosened, damaged, incorrectly installed, or where the stakes are absent. This work shall be performed in any area where the contractor is pruning or where otherwise directed by the Public Services Department Representative. All the standards shall be followed.

1.17. STAKE REMOVAL

The Contractor shall remove stakes from trees that have achieved enough stability and grown to at least three (3) inches diameter at breast height (DBH). The stakes should be pulled completely out of the ground when possible; otherwise, the stakes shall be cut down below grade and backfilled with soil.

All undamaged tree stakes that are suitable for re-use shall be returned to the City. The Contractor shall dispose of all damaged tree stakes.

Stake removal shall be performed in any area where the contractor is pruning, and there shall be no extra charge incurred.

1.18. REMOVAL OF BRUSH AND DEBRIS

The Contractor shall be responsible for the removal and disposal of all debris, i.e. wood, branches, brush, chippings, and any other material resulting from tree maintenance operations.

- a) Contractor must comply with all state, county and local laws and ordinances applicable to and governing such disposal.
- b) Disposal of all Eucalyptus wood infested with the larvae of the Eucalyptus Long Horned Borer shall follow the State of California Public Resources Code, Article 5, Section 4714.5.

1.19. TREE WATERING

Watering is to be performed by a one-man crew with a water truck. Contractor shall include the pricing to water newly planted trees for the first year after initial planting. Watering will occur along various routes including landscape medians, parkways, parks, and City facilities. At the discretion of the Public Services Department Representative, older trees will be included on a watering schedule.

1.20. ARBORIST SERVICES

On occasion, the City requires tree evaluations including written reports. The Contractor 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 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.

1.21. MILLING

On occasion, the City may request for some of the removed Urban Forest material be milled down for special projects. The Contractor shall provide a per foot milling cost of this material. Milling can be performed on or off site.

EXHIBIT B
FEE SCHEDULE

ITEM	DESCRIPTION	QTY	UNIT	UNIT COST	TOTAL COST
Grid Pruning					
1	Flat rate price per tree to prune city trees in the grid. 5,000 ea per year over a five year period.	5,000	EA	\$ <u>66.00</u>	\$ <u>330,000.00</u>
2	Flat rate price per tree to prune palm trees in the grid. 2,000 ea per year over a two year period.	2,000	EA	\$ <u>66.00</u>	\$ <u>132,000.00</u>
3	Flat rate price per tree to prune city trees in Landscape Maintenance Districts ("LMD"). 1,400 ea per year over a five year period.	1,400	EA	\$ <u>144.00</u>	\$ <u>201,600.00</u>
SUBTOTAL (not to exceed annual cost)					\$ <u>663,600.00</u>
Full Prune per Service Request					
4	0"-12" Diameter Standard Height		EA	\$ <u>80.00</u>	\$ <u>80.00</u>
5	13"-18" Diameter Standard Height		EA	\$ <u>80.00</u>	\$ <u>80.00</u>
6	19"-24" Diameter Standard Height		EA	\$ <u>120.00</u>	\$ <u>120.00</u>
7	25"-30" Diameter Standard Height		EA	\$ <u>120.00</u>	\$ <u>120.00</u>
8	31"-36" Diameter Standard Height		EA	\$ <u>144.00</u>	\$ <u>144.00</u>
9	36"+ Diameter Standard Height		EA	\$ <u>144.00</u>	\$ <u>144.00</u>
Crown Raise per Service Request – Hardwood Tree					
10	0"-12" Diameter Standard Height		EA	\$ <u>59.00</u>	\$ <u>59.00</u>
11	13"-18" Diameter Standard Height		EA	\$ <u>59.00</u>	\$ <u>59.00</u>
12	19"-24" Diameter Standard Height		EA	\$ <u>59.00</u>	\$ <u>59.00</u>
13	25"-30" Diameter Standard Height		EA	\$ <u>59.00</u>	\$ <u>59.00</u>
14	31"-36" Diameter Standard Height		EA	\$ <u>59.00</u>	\$ <u>59.00</u>
15	36"+ Diameter Standard Height		EA	\$ <u>59.00</u>	\$ <u>59.00</u>
Crown Cleaning per Service Request – Hardwood Tree					
16	0"-12" Diameter Standard Height		EA	\$ <u>80.00</u>	\$ <u>80.00</u>
17	13"-18" Diameter Standard Height		EA	\$ <u>80.00</u>	\$ <u>80.00</u>
18	19"-24" Diameter Standard Height		EA	\$ <u>120.00</u>	\$ <u>120.00</u>
19	25"-30" Diameter Standard Height		EA	\$ <u>120.00</u>	\$ <u>120.00</u>
20	31"-36" Diameter Standard Height		EA	\$ <u>144.00</u>	\$ <u>144.00</u>
21	36"+ Diameter Standard Height		EA	\$ <u>144.00</u>	\$ <u>144.00</u>

	Crown Reduction per Service Request – Hardwood Tree			
22	0"-12" Diameter Standard Height	EA	\$ <u>90.00</u>	\$ <u>90.00</u>
23	13"-18" Diameter Standard Height	EA	\$ <u>90.00</u>	\$ <u>90.00</u>
24	19"-24" Diameter Standard Height	EA	\$ <u>144.00</u>	\$ <u>144.00</u>
25	25"-30" Diameter Standard Height	EA	\$ <u>144.00</u>	\$ <u>144.00</u>
26	31"-36" Diameter Standard Height	EA	\$ <u>184.00</u>	\$ <u>184.00</u>
27	36"+ Diameter Standard Height	EA	\$ <u>284.00</u>	\$ <u>284.00</u>
	Palm Pruning			
28	Prune Date Palm (Phoenix spp.)	EA	\$ <u>200.00</u>	\$ <u>200.00</u>
29	Clean Trunk for Date Palm (Phoenix spp.)	EA	\$ <u>200.00</u>	\$ <u>200.00</u>
30	Prune Fan Palm (Washingtonia spp.)	EA	\$ <u>84.00</u>	\$ <u>84.00</u>
31	Clean Trunk for Fan Palm (Washingtonia spp.)	EA	\$ <u>104.00</u>	\$ <u>104.00</u>
32	Prune all other Palm Species	EA	\$ <u>66.00</u>	\$ <u>66.00</u>
	Tree and Stump Removal			
33	0"-12" Diameter Standard Height	EA	\$ <u>280.00</u>	\$ <u>280.00</u>
34	13"-18" Diameter Standard Height	EA	\$ <u>680.00</u>	\$ <u>680.00</u>
35	19"-24" Diameter Standard Height	EA	\$ <u>940.00</u>	\$ <u>940.00</u>
36	25"-30" Diameter Standard Height	EA	\$ <u>1,220.00</u>	\$ <u>1,220.00</u>
37	31"-36" Diameter Standard Height	EA	\$ <u>1,450.00</u>	\$ <u>1,450.00</u>
38	36"+ Diameter Standard Height	EA	\$ <u>1,890.00</u>	\$ <u>1,890.00</u>
	Tree Removal Only. No Stump Removal.			
39	0"-12" Diameter Standard Height	EA	\$ <u>240.00</u>	\$ <u>240.00</u>
40	13"-18" Diameter Standard Height	EA	\$ <u>620.00</u>	\$ <u>620.00</u>
41	19"-24" Diameter Standard Height	EA	\$ <u>870.00</u>	\$ <u>870.00</u>
42	25"-30" Diameter Standard Height	EA	\$ <u>1,100.00</u>	\$ <u>1,100.00</u>
43	31"-36" Diameter Standard Height	EA	\$ <u>1,370.00</u>	\$ <u>1,370.00</u>
44	36"+ Diameter Standard Height	EA	\$ <u>1,720.00</u>	\$ <u>1,720.00</u>
	Stump Removal			
45	Stump Removal per Stump Diameter Inch at Grade	INCH	\$ <u>20.00</u>	\$ <u>20.00</u>

	Tree Planting and Staking	EA	\$ _____	\$ _____
46	15 Gallon (double staked per specs) – Labor, Equipment, Tree and Materials	EA	\$ <u>180.00</u>	\$ <u>180.00</u>
47	24 inch Box (double staked per specs) – Labor, Equipment, Tree and Materials	EA	\$ <u>360.00</u>	\$ <u>360.00</u>
48	36 inch Box (double staked per specs) – Labor, Equipment, Tree and Materials	EA	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
	General Labor Rates			
49	Hourly Rate for 1 Ground-person	HR	\$ <u>89.00</u>	\$ <u>89.00</u>
50	Hourly Rate for 1 Equipment Operator	HR	\$ <u>89.00</u>	\$ <u>89.00</u>
51	Hourly Rate for 1 Trimmer	HR	\$ <u>89.00</u>	\$ <u>89.00</u>
	Day Rate			
52	Day Rate Service Crew	DAY	\$ <u>2,403.00</u>	\$ <u>2,403.00</u>
53	Specialty Equipment Day Rate	DAY	\$ <u>1,000.00</u>	\$ <u>1,000.00</u>
	Emergency Services			
54	During normal business hours	HR	\$ <u>109.00</u>	\$ <u>109.00</u>
55	After hours, weekends and/or holidays	HR	\$ <u>129.00</u>	\$ <u>129.00</u>
	General Arborist Services			
56	Arborist Reports	HR	\$ <u>150.00</u>	\$ <u>150.00</u>
57	Level 1, 2, and 3 Risk Assessments	HR	\$ <u>150.00</u>	\$ <u>150.00</u>

CITY OF WEST COVINA
RFP for Tree Trimming and Tree Maintenance Services (Spec No. 61-007)

ADDITIONAL SERVICES PRICING

DESCRIPTION	UNIT	UNIT PRICE
Specialty Equipment Pay Rate (ATV)	Per Day	\$500.00
GPS Tree Inventory Add-on's	Tree Site	\$5.00
Plant 48" box tree	Each	\$1,950.00
Plant 60" box tree	Each	\$5,950.00

PLANT HEALTH CARE SERVICES

DESCRIPTION	UNIT	UNIT PRICE
Tree Canopy Spraying from ground level	Per diameter inch	\$ 6.00
Tree Canopy Spraying from aerial tower	Per diameter inch	\$ 8.00
Description: Foliar hydraulic spraying of recommended material.		
Insecticide or Fungicide Trunk Banding	Per diameter inch	\$ 6.00
Description: Trunk spray of recommended material.		
PGR Trunk Banding	Per diameter inch	\$ 6.00
Description: Trunk spray of recommended material to regulate plant growth.		
Insecticide or PGR Soil Application (Cambistat)	Per diameter inch	\$ 6.00
Description: Recommended insecticide soil injection or drench material to regulate plant growth.		
Insecticide or Fungicide Soil Application	Per diameter inch	\$ 6.00
Description: Soil applied drench of recommended material.		
Soil Injection Fertilization	Per diameter inch	\$ 6.00
Description: Soil applied injection of recommended material.		
Soil Drenching Fertilization	Per diameter inch	\$ 6.00
Description: Soil application of recommended material.		
Trunk Injection (Insecticide/Miticide)	Per diameter inch	\$ 8.00
Description: Trunk injected recommended material.		
Trunk Injection (Fungicide)	Per diameter inch	\$ 6.00
Description: Trunk injected recommended material.		
Trunk Injection (Insecticide & Fungicide Combo)	Per diameter inch	\$ 8.00
Description: Combination of one time trunk injection of two recommended materials.		
Avermectin Class Insecticide Injection	Per diameter inch	\$6.00
Description: Recommended trunk injection of Emamectin benzoate active ingredient.		

*Prices may vary subject to the recommended rate of application, material availability, and best management practices.

COOPERATIVE PURCHASE

It is intended that any other public agency (e.g., city, county, district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

EXHIBIT C
BONDS

**APPENDIX A
PERFORMANCE BOND
PUBLIC WORK (CALIFORNIA)**

Bond No. SU1145503
Premium: \$12,125.00/Annually

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, the Principal and the Oblige have entered into a written contract, hereinafter called the Contract, a copy of which is or may be attached hereto, dated the 1st day of July, 2020 referred to and made a part hereof for: Tree Trimming and Maintenance Services which agreement requires the Principal to provide Oblige with this bond.

NOW THEREFORE, we, West Coast Arborists, Inc., as Principal, and Arch Insurance Company, a corporation organized under the laws of Missouri, and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of West Covina, as Oblige, in the sum of Two Million Four Hundred Twenty Five Thousand and No/100----- Dollars (\$2,425,000.00-----), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

The condition of the foregoing obligation is such that if the Principal, his or its heirs, executors, administrators, successors or assigns, and each of his or its sub-contractors shall well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of said contract, and during the life of any guaranty required under the contract, and shall also well and truly perform and fulfill all the undertakings, covenants, terms, conditions, and agreements of any and all duly authorized modifications of said contract that may hereafter be made, then this obligation shall be void; otherwise it shall be and remain in full force and effect.

As part of the obligation secured hereby and in addition to the face amount specified therefor, there shall be included costs and reasonable expenses and fees, including reasonable attorney's fees, incurred by the obligee in successfully enforcing such obligation, all to be taxed as costs and included in any judgment rendered.

The Surety hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the agreement or to the work to be performed thereunder or the specifications accompanying the same shall in any way affect its obligations on this bond, and it does hereby waive notice of any such change, extension of time, alteration or addition to the terms of the agreement or to the work or to the specifications.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 2nd day of
July, 2020

(Corporate Seal)

West Coast Arborists, Inc.

Principal

By

Patrick Mahoney

President

Title

(Corporate Seal)

Arch Insurance Company

Surety

By

Rosa E. Rivas

Attorney-In-Fact

Title

APPROVED AS TO FORM:

/s/ Thomas P. Duarte
City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)

County of ORANGE)On 7/2/20 before me, Amelia Menzel, Notary Public,

Date

Here Insert Name and Title of the Officer

personally appeared Patrick Mahoney

Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature [Handwritten Signature]

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached DocumentTitle or Type of Document: City of West Covina Performance Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____☐ Partner — ☐ Limited ☐ General☐ Individual ☐ Attorney in Fact☐ Trustee ☐ Guardian or Conservator☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On JUL 02 2020 before me KD WapatoConrad, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Signature]
KD WapatoConrad
Signature of Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Lisa K. Crail and Rosa E. Rivas of Irvine, CA (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00)

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect.

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.


In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 24th day of July, 2019.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

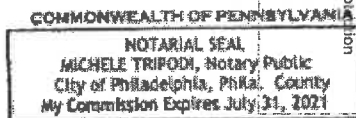


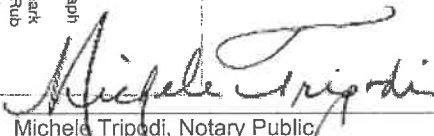

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a Corporation organized and existing under the laws of the State of Missouri; subscribed to the foregoing instrument, appeared before me and severally acknowledged that they being thereunto duly authorized, signed, sealed with the corporate seal and delivered the said instrument as the free and voluntary act of said corporation and of their free and voluntary acts for the uses and purposes therein set forth.





Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 24, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____ day of _____, 20____.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



Kant's Kopy® K1
Security Paper
• Hidden Pantograph
• Color Match
• Artificial Watermark
• Anti-Copy Coin Rub
• Erasure Protection
• Security Features Box
• Microprint Protection
• Acid Free

Kant's Kopy® K1
Security Paper
• Hidden Pantograph
• Color Match
• Artificial Watermark
• Anti-Copy Coin Rub
• Erasure Protection
• Security Features Box
• Microprint Protection
• Acid Free

Bond No. SU1145503

Premium included in Performance
Bond

**APPENDIX B
LABOR AND MATERIALS BOND
PUBLIC WORK (CALIFORNIA)**

KNOW ALL MEN BY THESE PRESENTS:

WHEREAS, West Coast Arborists, Inc., as Principal, has entered into a contract dated July 1st, 2020 with the City of West Covina (Obligee) referred to and made a part hereof to perform the following work, to wit: **Tree Trimming and Maintenance Services**, which requires Principal to file this bond to secure claims made under Civil Code Section 3082 et seq.

NOW THEREFORE, we, West Coast Arborists, Inc., as Principal, and Arch Insurance Company, a corporation organized under the laws of Missouri and duly authorized to transact business in the State of California, as Surety, are held firmly bound unto the City of West Covina, as Obligee, and all sub-contractors, laborers, material, persons and other persons employed in the performance of the referenced agreement, in the sum of Two Million Four Hundred Twenty Five Thousand and No/100 Dollars (\$ 2,425,000.00-----), lawful money of the United States of America, for the payment whereof well and truly to be made the Principal and Surety bind themselves, their heirs, executors, administrators, successors, and assigns, jointly and severally, firmly by these presents.

If the above bounden PRINCIPAL, his or its heirs, executors, administrators, successors, assigns, or any of his or its sub-contractors, fails to pay for any materials, provisions, provender, or other supplies, or teams, implements or machinery, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor to persons named in Section 3181 or the Civil Code, thereon of any kind, or for amounts due under the Unemployment Insurance Code with respect to such work or labor deducted, withheld and paid over to the Employment Development Department from the wages of employees of the contractor and sub-contractors pursuant to Section 13020 of the Unemployment Insurance Code, that the SURETY on this bond will pay the same, in an amount not exceeding the sum specified in this bond, AND ALSO, in case suit is brought upon this bond, a reasonable attorney's fee, which shall be awarded by the court to the prevailing party in said suit, said attorney's fee to be taxed as costs in said suit and to be included in the judgment herein rendered.

As part of the obligation secured hereby, the SURETY shall not be exonerated or released from the obligation of the bond by any change, alteration, or modification in or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement or pertaining or relating to the furnishing of labor, materials, or equipment therefor, nor by any change or modification of any terms of payment or extension of the time for any payment pertaining or relating to any scheme of work of improvement, nor by any rescission or attempted rescission of the contract, agreement or bond, nor by any conditions precedent or subsequent in the bond attempting to limit the right of recovery of claimants otherwise entitled to recover under any such contract or agreement, or under the bond, nor, where the bond is given for the benefit of

claimants, by any fraud practiced by any person other than the claimant seeking to recover on the bond.

This bond shall inure to the benefit of any and all persons, companies and corporations entitled to file claims under Civil Code Section 3082 so as to give them a right of action in a suit on this bond.

This bond is executed for the purpose of complying with the laws of the State of California designated as Title 15, Chapter 7, Works of Improvement, commencing with Section 3247 of the Civil Code of the State of California and all amendments thereto, and shall inure to the benefit of any of the persons named in Section 3181 of the Civil Code of the State of California.

IN WITNESS THEREOF, we have hereunto set our hands and seals this 2nd day of July, 20 .

(Corporate Seal)

West Coast Arborists, Inc.

Principal

By

Patrick Mahoney

President

Title

(Corporate Seal)

Arch Insurance Company

Surety

By

Rosa E. Rivas

Attorney-In-Fact

Title

(California Civil Code Sections 3248, 3225)

APPROVED AS TO FORM:

/s/ Thomas P. Duarte

City Attorney

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT**CIVIL CODE § 1189**

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of ORANGE)
On 7/2/20 before me, Amelia Menzel, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Patrick Mahoney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature [Handwritten Signature]
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: City of West Covina Labor & Materials Bond

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

Signer's Name: _____

☐ Corporate Officer — Title(s): _____

☐ Partner — ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator

☐ Other: _____

Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

A Notary Public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On JUL 02, 2020 before me KD WapatoConrad, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Signature _____

KD WapatoConrad

Signature of Notary Public

THIS POWER OF ATTORNEY IS NOT VALID UNLESS IT IS PRINTED ON BLUE BACKGROUND.

This Power of Attorney limits the acts of those named herein, and they have no authority to bind the Company except in the manner and to the extent herein stated. Not valid for Note, Loan, Letter of Credit, Currency Rate, Interest Rate or Residential Value Guarantees.

POWER OF ATTORNEY

Know All Persons By These Presents:

That the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, having its principal administrative office in Jersey City, New Jersey (hereinafter referred to as the "Company") does hereby appoint:

Lisa K. Crail and Rosa E. Rivas of Irvine, CA (EACH)

its true and lawful Attorney(s) in-Fact, to make, execute, seal, and deliver from the date of issuance of this power for and on its behalf as surety, and as its act and deed:

Any and all bonds, undertakings, recognizances and other surety obligations, in the penal sum not exceeding Ninety Million Dollars (\$90,000,000.00).

This authority does not permit the same obligation to be split into two or more bonds in order to bring each such bond within the dollar limit of authority as set forth herein.

The execution of such bonds, undertakings, recognizances and other surety obligations in pursuance of these presents shall be as binding upon the said Company as fully and amply to all intents and purposes, as if the same had been duly executed and acknowledged by its regularly elected officers at its principal administrative office in Jersey City, New Jersey.

This Power of Attorney is executed by authority of resolutions adopted by unanimous consent of the Board of Directors of the Company on September 15, 2011, true and accurate copies of which are hereinafter set forth and are hereby certified to by the undersigned Secretary as being in full force and effect:

"VOTED, That the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, or the Secretary shall have the power and authority to appoint agents and attorneys-in-fact, and to authorize them subject to the limitations set forth in their respective powers of attorney, to execute on behalf of the Company, and attach the seal of the Company thereto, bonds, undertakings, recognizances and other surety obligations obligatory in the nature thereof, and any such officers of the Company may appoint agents for acceptance of process."

This Power of Attorney is signed, sealed and certified by facsimile under and by authority of the following resolution adopted by the unanimous consent of the Board of Directors of the Company on September 15, 2011:

VOTED, That the signature of the Chairman of the Board, the President, or the Executive Vice President, or any Senior Vice President, of the Surety Business Division, or their appointees designated in writing and filed with the Secretary, and the signature of the Secretary, the seal of the Company, and certifications by the Secretary, may be affixed by facsimile on any power of attorney or bond executed pursuant to the resolution adopted by the Board of Directors on September 15, 2011, and any such power so executed, sealed and certified with respect to any bond or undertaking to which it is attached, shall continue to be valid and binding upon the Company.

In Testimony Whereof, the Company has caused this instrument to be signed and its corporate seal to be affixed by their authorized officers, this 24th day of July, 2019.

Attested and Certified

Arch Insurance Company


Patrick K. Nails, Secretary

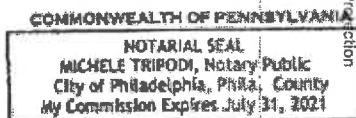


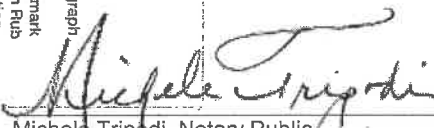

David M. Finkelstein, Executive Vice President

STATE OF PENNSYLVANIA SS

COUNTY OF PHILADELPHIA SS

I, Michele Tripodi, a Notary Public, do hereby certify that Patrick K. Nails and David M. Finkelstein personally known to me to be the same persons whose names are respectively as Secretary and Executive Vice President of the Arch Insurance Company, a corporation organized and existing under the laws of the State of Missouri, subscribed to the foregoing instrument, appeared before me in person and severally acknowledged that they being thereunto duly authorized, signed, sealed with the corporate seal and affixed to the said instrument as the free and voluntary act of said corporation and its officers and agents and that the said acts were done in conformity with the laws of the State of Missouri and the powers therein set forth.

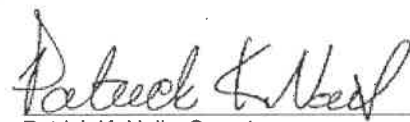



Michele Tripodi, Notary Public
My commission expires 07/31/2021

CERTIFICATION

I, Patrick K. Nails, Secretary of the Arch Insurance Company, do hereby certify that the attached Power of Attorney dated July 24, 2019 on behalf of the person(s) as listed above is a true and correct copy and that the same has been in full force and effect since the date thereof and is in full force and effect on the date of this certificate; and I do further certify that the said David M. Finkelstein, who executed the Power of Attorney as Executive Vice President, was on the date of execution of the attached Power of Attorney the duly elected Executive Vice President of the Arch Insurance Company.

IN TESTIMONY WHEREOF, I have hereunto subscribed my name and affixed the corporate seal of the Arch Insurance Company on this _____ day of _____, 20____.


Patrick K. Nails, Secretary

This Power of Attorney limits the acts of those named therein to the bonds and undertakings specifically named therein and they have no authority to bind the Company except in the manner and to the extent herein stated.

PLEASE SEND ALL CLAIM INQUIRIES RELATING TO THIS BOND TO THE FOLLOWING ADDRESS:

Arch Insurance – Surety Division
3 Parkway, Suite 1500
Philadelphia, PA 19102



Kant Kopy® K1
Security Paper
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- Hidden Pantograph
- Color Match
- Artificial Watermark
- Anti-Copy Coin Rub
- Erasure Protection
- Security Features Box
- Microprint Protection
- Acid Free

Kant Kopy® K1
Security Paper

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