CITY OF POMONA
MAINTENANCE SERVICES AGREEMENT

1. PARTIES AND DATE.

This Agreement is made and entered into this 7th day of July, 2026 by and between the City of Pomona, a California charter city and municipal corporation organized under the laws of the State of California with its principal place of business at 505 South Garey Avenue, Pomona, California 91766, County of Los Angeles, State of California ("City") and Mariposa Tree Management, Inc., a CORPORATION, with its principal place of business at 6232 Santos Diaz Street, Irwindale, California 91702 ("Contractor"). City and Contractor are sometimes individually referred to as "Party" and collectively as "Parties" in this Agreement.

2. RECITALS.

2.1 Contractor.

Contractor desires to perform and assume responsibility for the provision of certain maintenance services required by the City on the terms and conditions set forth in this Agreement. Contractor represents that it is experienced in providing Citywide Tree Maintenance and Emergency services to public clients, that it and its employees or subcontractors have all necessary licenses and permits to perform the Services in the State of California, and that is familiar with the plans of City. Contractor shall not subcontract any portion of the work required by this Agreement, except as expressly stated herein, without prior written approval of City. Subcontracts, if any, shall contain a provision making them subject to all provisions stipulated in this Agreement.

2.2 Project.

City desires to engage Contractor to render such services for the Citywide Tree Maintenance and Emergency Services project ("Project") as set forth in this Agreement.

3. TERMS.

3.1 Scope of Services and Term.

3.1.1 General Scope of Services. Contractor promises and agrees to furnish to the City all labor, materials, tools, equipment, services, and incidental and customary work necessary to fully and adequately supply the professional Citywide Tree Maintenance and Emergency maintenance services necessary for the Project ("Services"). The Services are more particularly described in Exhibit "A" attached hereto and incorporated herein by reference. All Services shall be subject to, and performed in accordance with, this Agreement, the exhibits attached hereto and incorporated herein by reference, and all applicable local, state and federal laws, rules and regulations.

3.1.2 Term. The term of this Agreement shall be retroactive from July 1, 2026 to June 30, 2029, unless earlier terminated as provided herein. The City shall have the unilateral option, at its sole discretion, to renew this Agreement automatically for no more than two additional one-year terms. Contractor shall complete the Services within the term of this Agreement, and

shall meet any other established schedules and deadlines. The Parties may, by mutual, written consent, extend the term of this Agreement if necessary to complete the Services.

3.2 Responsibilities of Contractor.

3.2.1 Control and Payment of Subordinates; Independent Contractor. The Services shall be performed by Contractor or under its supervision. Contractor will determine the means, methods and details of performing the Services subject to the requirements of this Agreement. City retains Contractor on an independent contractor basis and not as an employee. Contractor retains the right to perform similar or different services for others during the term of this Agreement. Any additional personnel performing the Services under this Agreement on behalf of Contractor shall also not be employees of City and shall at all times be under Contractor's exclusive direction and control. Contractor shall pay all wages, salaries, and other amounts due such personnel in connection with their performance of Services under this Agreement and as required by law. Contractor shall be responsible for all reports and obligations respecting such additional personnel, including, but not limited to: social security taxes, income tax withholding, unemployment insurance, disability insurance, and workers' compensation insurance.

3.2.2 Schedule of Services. Contractor shall perform the Services expeditiously, within the term of this Agreement, and in accordance with the Schedule of Services set forth in Exhibit "B" attached hereto and incorporated herein by reference. Contractor represents that it has the professional and technical personnel required to perform the Services in conformance with such conditions. In order to facilitate Contractor's conformance with the Schedule, City shall respond to Contractor's submittals in a timely manner. Upon request of City, Contractor shall provide a more detailed schedule of anticipated performance to meet the Schedule of Services.

3.2.3 Conformance to Applicable Requirements. All work prepared by Contractor shall be subject to the approval of City.

3.2.4 City's Representative. The City hereby designates Danny Whaley, Parks and Facilities Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). City's Representative shall have the power to act on behalf of the City for all purposes under this Agreement. Contractor shall not accept direction or orders from any person other than the City's Representative or his or her designee.

3.2.5 Contractor's Representative. Contractor hereby designates Terry Noriega, President or his or her designee, to act as its representative for the performance of this Agreement ("Contractor's Representative"). Contractor's Representative shall have full authority to represent and act on behalf of the Contractor for all purposes under this Agreement. The Contractor's Representative shall supervise and direct the Services, using his best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the Services under this Agreement.

3.2.6 Coordination of Services. Contractor agrees to work closely with City staff in the performance of Services and shall be available to City's staff, consultants and other staff at all reasonable times.

3.2.7 Standard of Care; Performance of Employees. Contractor shall perform all Services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of

California. Contractor represents and maintains that it is skilled in the professional calling necessary to perform the Services. Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them. Finally, Contractor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the Services, including a City Business License, and that such licenses and approvals shall be maintained throughout the term of this Agreement. As provided for in the indemnification provisions of this Agreement, Contractor shall perform, at its own cost and expense and without reimbursement from the City, any services necessary to correct errors or omissions which are caused by the Contractor's failure to comply with the standard of care provided for herein. Any employee of the Contractor or its sub-contractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the Project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the Services in a manner acceptable to the City, shall be promptly removed from the Project by the Contractor and shall not be re-employed to perform any of the Services or to work on the Project.

3.2.8 Period of Performance. Contractor shall perform and complete all Services under this Agreement within the term set forth in Section 3.1.2 above ("Performance Time"). Contractor shall perform the Services in strict accordance with any completion schedule or Project milestones described in Exhibits "A" or "B" attached hereto, or which may be provided separately in writing to the Contractor. Contractor agrees that if the Services are not completed within the aforementioned Performance Time and/or pursuant to any such completion schedule or Project milestones developed pursuant to provisions of this Agreement, it is understood, acknowledged and agreed that the City will suffer damage.

3.2.9 Disputes. Should any dispute arise respecting the true value of any work done, of any work omitted, or of any extra work which Contractor may be required to do, or respecting the size of any payment to Contractor during the performance of this Contract, Contractor shall continue to perform the Work while said dispute is decided by the City. If Contractor disputes the City's decision, Contractor shall have such remedies as may be provided by law.

3.2.10 Laws and Regulations; Employee/Labor Certifications. Contractor shall keep itself fully informed of and in compliance with all local, state and federal laws, rules and regulations in any manner affecting the performance of the Project or the Services, including all Cal/OSHA requirements, and shall give all notices required by law. Contractor shall be liable for all violations of such laws and regulations in connection with Services. If the Contractor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Contractor shall be solely responsible for all costs arising therefrom. City is a public entity of the State of California subject to certain provisions of the Health & Safety Code, Government Code, Public Contract Code, and Labor Code of the State. It is stipulated and agreed that all provisions of the law applicable to the public contracts of a municipality are a part of this Agreement to the same extent as though set forth herein and will be complied with. These include but are not limited to the payment of prevailing wages, the stipulation that eight (8) hours' labor shall constitute a legal day's work and that no worker shall be permitted to work in excess of eight (8) hours during any one calendar day except as permitted by law. Contractor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.

3.2.10.1 Employment Eligibility; Contractor. By executing this Agreement, Contractor verifies that it fully complies with all requirements and restrictions of state and federal law respecting the employment of undocumented aliens, including, but not limited to, the Immigration Reform and Control Act of 1986, as may be amended from time to time. Such requirements and restrictions include, but are not limited to, examination and retention of documentation confirming the identity and immigration status of each employee of the Contractor. Contractor also verifies that it has not committed a violation of any such law within the five (5) years immediately preceding the date of execution of this Agreement, and shall not violate any such law at any time during the term of the Agreement. Contractor shall avoid any violation of any such law during the term of this Agreement by participating in an electronic verification of work authorization program operated by the United States Department of Homeland Security, by participating in an equivalent federal work authorization program operated by the United States Department of Homeland Security to verify information of newly hired employees, or by some other legally acceptable method. Contractor shall maintain records of each such verification, and shall make them available to the City or its representatives for inspection and copy at any time during normal business hours. The City shall not be responsible for any costs or expenses related to Contractor's compliance with the requirements provided for in Section 3.2.10 or any of its sub-sections.

3.2.10.2 Employment Eligibility; Subcontractors, Sub-subcontractors and Consultants. To the same extent and under the same conditions as Contractor, Contractor shall require all of its subcontractors, sub-subcontractors and consultants performing any work relating to the Project or this Agreement to make the same verifications and comply with all requirements and restrictions provided for in Section 3.2.10.1.

3.2.10.3 Employment Eligibility; Failure to Comply. Each person executing this Agreement on behalf of Contractor verifies that they are a duly authorized officer of Contractor, and understands that any of the following shall be grounds for the City to terminate the Agreement for cause: (1) failure of Contractor or its subcontractors, sub-subcontractors or consultants to meet any of the requirements provided for in Sections 3.2.10.1 or 3.2.10.2; (2) any misrepresentation or material omission concerning compliance with such requirements (including in those verifications provided to the Contractor under Section 3.2.10.2); or (3) failure to immediately remove from the Project any person found not to be in compliance with such requirements.

3.2.10.4 Labor Certification. By its signature hereunder, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for Workers' Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

3.2.10.5 Equal Opportunity Employment. Contractor represents that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Such non-discrimination shall include, but not be limited to, all activities related to initial employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination. Contractor shall also comply with all relevant provisions of City's Minority Business Enterprise program, Affirmative Action Plan or other related programs or guidelines currently in effect or hereinafter enacted.

3.2.10.6 Air Quality. Contractor must fully comply with all applicable laws, rules and regulations in furnishing or using equipment and/or providing services, including, but not limited to, emissions limits and permitting requirements imposed by the California Air Resources Board (CARB). Contractor shall specifically be aware of the CARB limits and requirements' application to "portable equipment", which definition is considered by CARB to include any item of equipment with a fuel-powered engine. Contractor shall indemnify City against any fines or penalties imposed by CARB or any other governmental or regulatory agency for violations of applicable laws, rules and/or regulations by Contractor, its subcontractors, or others for whom Contractor is responsible under its indemnity obligations provided for in this Agreement.

3.2.10.7 Water Quality.

(A) Management and Compliance. To the extent applicable, Contractor's Services must account for, and fully comply with, all local, state and federal laws, rules and regulations that may impact water quality compliance, including, without limitation, all applicable provisions of the Federal Water Pollution Control Act (33 U.S.C. §§ 1300); the California Porter-Cologne Water Quality Control Act (Cal Water Code §§ 13000-14950); laws, rules and regulations of the Environmental Protection Agency, the State Water Resources Control Board and the Los Angeles Regional Water Quality Control Board; the City's ordinances regulating discharges of storm water; and any and all regulations, policies, or permits issued pursuant to any such authority regulating the discharge of pollutants, as that term is used in the Porter-Cologne Water Quality Control Act, to any ground or surface water in the State.

(B) Liability for Non-Compliance. Failure to comply with the laws, regulations and policies described in this Section is a violation of law that may subject Contractor or City to penalties, fines, or additional regulatory requirements. Contractor shall defend, indemnify and hold the City, its directors, officials, officers, employees, volunteers and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from and against any and all fines, penalties, claims or other regulatory requirements imposed as a result of Contractor's non-compliance with the laws, regulations and policies described in this Section, unless such non-compliance is the result of the sole established negligence, willful misconduct or active negligence of the City, its officials, officers, agents, employees or authorized volunteers.

(C) Training. In addition to any other standard of care requirements set forth in this Agreement, Contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the Services assigned to them without impacting water quality in violation of the laws, regulations and policies described in this Section. Contractor further warrants that it, its employees and subcontractors will receive adequate training, as determined by City, regarding the requirements of the laws, regulations and policies described in this Section as they may relate to the Services provided under this Agreement. Upon request, City will provide Contractor with a list of training programs that meet the requirements of this paragraph.

3.2.11 Insurance.

3.2.11.1 Time for Compliance. Contractor shall not commence Work under this Agreement until it has provided evidence satisfactory to the City that it has secured all insurance required under this Section. In addition, Contractor shall not allow any subcontractor to commence work on any subcontract until it has provided evidence satisfactory to the City that the subcontractor has secured all insurance required under this Section.

3.2.11.2 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Agreement. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto); and (3) *Workers' Compensation and Employer's Liability*: Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. The policy shall not contain any exclusion contrary to the Agreement, including but not limited to endorsements or provisions limiting coverage for (1) contractual liability (including but not limited to ISO CG 24 26 or 21 29); or (2) cross liability for claims or suits by one insured against another.

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability:* $2,000,000 per occurrence for bodily injury, personal injury and property damage. If Commercial General Liability Insurance or other form with general aggregate limit is used including, but not limited to, form CG 2503, either the general aggregate limit shall apply separately to this Agreement/location or the general aggregate limit shall be twice the required occurrence limit; (2) *Automobile Liability:* $1,000,000 per accident for bodily injury and property damage; and (3) *Workers' Compensation and Employer's Liability:* Workers' Compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of $1,000,000 per accident for bodily injury or disease. Defense costs shall be paid in addition to the limits.

(C) Notices; Cancellation or Reduction of Coverage. At least fifteen (15) days prior to the expiration of any such policy, evidence showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or materially reduced, Contractor shall, within ten (10) days after receipt of written notice of such cancellation or reduction of coverage, file with the City evidence of insurance showing that the required insurance has been reinstated or has been provided through another insurance company or companies. In the event any policy of insurance required under this Agreement does not comply with these specifications or is canceled and not replaced, the City has the right but not the duty to obtain the insurance it deems necessary and any premium paid by the City will be promptly reimbursed by Contractor or the City may withhold amounts sufficient to pay premium from Contractor payments. In the alternative, the City may suspend or terminate this Agreement.

(D) Additional Insured. The City of Pomona, its directors, officials, officers, employees, agents, and volunteers shall be named as additional insureds on Contractor's and its subcontractors' policies of commercial general liability and automobile liability insurance using the endorsements and forms specified herein or exact equivalents.

3.2.11.3 Insurance Endorsements. The insurance policies shall contain the following provisions, or Contractor shall provide endorsements on forms supplied or approved by the City to add the following provisions to the insurance policies:

(A) General Liability. The general liability policy shall include or be endorsed (amended) to state that: (1) using ISO CG forms 20 10 and 20 37, or endorsements providing the exact same coverage, the City of Pomona, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insured with respect to the Services or ongoing and complete operations performed by or on behalf of the Contractor, including materials, parts or equipment furnished in connection with such work; and (2) using ISO form 20 01, or endorsements providing the exact same coverage, the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any excess insurance shall contain a provision that such coverage shall also apply on a primary and noncontributory basis for the benefit of the City, before the City's own primary insurance or self-insurance shall be called upon to protect it as a named insured. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(A).

(B) Automobile Liability. The automobile liability policy shall include or be endorsed (amended) to state that: (1) the City, its directors, officials, officers, employees, agents, and volunteers shall be covered as additional insureds with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by the Contractor or for which the Contractor is responsible; and (2) the insurance coverage shall be primary insurance as respects the City, its directors, officials, officers, employees, agents, and volunteers, or if excess, shall stand in an unbroken chain of coverage excess of the Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its directors, officials, officers, employees, agents, and volunteers shall be excess of the Contractor's insurance and shall not be called upon to contribute with it in any way. Notwithstanding the minimum limits set forth in Section 3.2.11.2(B), any available insurance proceeds in excess of the specified minimum limits of coverage shall be available to the parties required to be named as additional insureds pursuant to this Section 3.2.11.3(B).

(C) Workers' Compensation and Employer's Liability Coverage. The insurer shall agree to waive all rights of subrogation against the City, its directors, officials, officers, employees, agents, and volunteers for losses paid under the terms of the insurance policy which arise from work performed by the Contractor.

(D) All Coverages. Each insurance policy required by this Agreement shall be endorsed to state that: (A) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days (10 days for nonpayment of premium) prior written notice by certified mail, return receipt requested, has been given to the City; and (B) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its directors, officials, officers, employees, agents, and volunteers. Any failure to comply with reporting or other provisions of the policies including breaches of warranties shall not affect coverage provided to the City, its officials, officers, employees, agents and volunteers, or any other additional insureds.

3.2.11.4 Separation of Insureds; No Special Limitations; Waiver of Subrogation. All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of

protection afforded to the City, its directors, officials, officers, employees, agents, and volunteers. All policies shall waive any right of subrogation of the insurer against the City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, or shall specifically allow Contractor or others providing insurance evidence in compliance with these specifications to waive their right of recovery prior to a loss. Contractor hereby waives its own right of recovery against City, its officials, officers, employees, agents, and volunteers, or any other additional insureds, and shall require similar written express waivers and insurance clauses from each of its subcontractors.

3.2.11.5 Deductibles and Self-Insurance Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City. Contractor shall guarantee that, at the option of the City, either: (1) the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City, its directors, officials, officers, employees, agents, and volunteers; or (2) the Contractor shall procure a bond guaranteeing payment of losses and related investigation costs, claims and administrative and defense expenses.

3.2.11.6 Subcontractor Insurance Requirements. Contractor shall not allow any subcontractors to commence work on any subcontract relating to the work under the Agreement until they have provided evidence satisfactory to the City that they have secured all insurance required under this Section. If requested by Contractor, the City may approve different scopes or minimum limits of insurance for particular subcontractors. The Contractor and the City shall be named as additional insureds on all subcontractors' policies of Commercial General Liability using ISO form 20 38, or coverage at least as broad.

3.2.11.7 Acceptability of Insurers. Insurance is to be placed with insurers with a current A.M. Best's rating no less than A:VIII, licensed to do business in California, and satisfactory to the City.

3.2.11.8 Verification of Coverage. Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Agreement on forms satisfactory to the City. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms provided by the City if requested. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

3.2.11.9 Reporting of Claims. Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the Services under this Agreement.

3.2.12 Safety. Contractor shall execute and maintain its work so as to avoid injury or damage to any person or property. In carrying out its Services, the Contractor shall at all times be in compliance with all applicable local, state and federal laws, rules and regulations, and shall exercise all necessary precautions for the safety of employees appropriate to the nature of the work and the conditions under which the work is to be performed. Safety precautions as applicable shall include, but shall not be limited to: (A) adequate life protection and lifesaving equipment and procedures; (B) instructions in accident prevention for all employees and subcontractors, such as safe walkways, scaffolds, fall protection ladders, bridges, gang planks, confined space procedures, trenching and shoring, equipment and other safety devices, equipment and wearing apparel as are necessary or lawfully required to prevent accidents or

injuries; and (C) adequate facilities for the proper inspection and maintenance of all safety measures.

3.2.13 Bonds.

3.2.13.1 Performance Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Performance Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.2 Payment Bond. If required by law or otherwise specifically requested by City in Exhibit "C" attached hereto and incorporated herein by reference, Contractor shall execute and provide to City concurrently with this Agreement a Payment Bond in the amount of the total, not-to-exceed compensation indicated in this Agreement, and in a form provided or approved by the City. If such bond is required, no payment will be made to Contractor until it has been received and approved by the City.

3.2.13.3 Bond Provisions. Should, in City's sole opinion, any bond become insufficient or any surety be found to be unsatisfactory, Contractor shall renew or replace the affected bond within 10 days of receiving notice from City. In the event the surety or Contractor intends to reduce or cancel any required bond, at least thirty (30) days prior written notice shall be given to the City, and Contractor shall post acceptable replacement bonds at least ten (10) days prior to expiration of the original bonds. No further payments shall be deemed due or will be made under this Agreement until any replacement bonds required by this Section are accepted by the City. To the extent, if any, that the total compensation is increased in accordance with the Agreement, the Contractor shall, upon request of the City, cause the amount of the bonds to be increased accordingly and shall promptly deliver satisfactory evidence of such increase to the City. To the extent available, the bonds shall further provide that no change or alteration of the Agreement (including, without limitation, an increase in the total compensation, as referred to above), extensions of time, or modifications of the time, terms, or conditions of payment to the Contractor, will release the surety. If the Contractor fails to furnish any required bond, the City may terminate this Agreement for cause.

3.2.13.4 Surety Qualifications. Only bonds executed by an admitted surety insurer, as defined in Code of Civil Procedure Section 995.120, shall be accepted. The surety must be a California-admitted surety with a current A.M. Best's rating no less than A:VIII and satisfactory to the City. If a California-admitted surety insurer issuing bonds does not meet these requirements, the insurer will be considered qualified if it is in conformance with Section 995.660 of the California Code of Civil Procedure, and proof of such is provided to the City.

3.2.14 Accounting Records. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

3.2.15 Work Sites.

3.2.15.1 Inspection Of Site. Contractor shall visit sites where Services are to be performed and shall become acquainted with all conditions affecting the Services prior to commencing the Services. Contractor shall make such examinations as it deems necessary to determine the condition of the work sites, its accessibility to materials, workmen and equipment, and to determine Contractor's ability to protect existing surface and subsurface improvements. No claim for allowances–time or money–will be allowed as to such matters after commencement of the Services.

3.2.15.2 Field Measurements. Contractor shall make field measurements, verify field conditions and shall carefully compare such field measurements and conditions and other information known to Contractor with the Contract Documents, including any plans, specifications, or scope of work before commencing Services. Errors, inconsistencies or omissions discovered shall be reported to the City immediately and prior to performing any Services or altering the condition.

3.2.15.3 Hazardous Materials and Differing Conditions. Except as set forth in the Special Conditions or Specifications, should Contractor encounter material reasonably believed to be polychlorinated biphenyl (PCB) or other toxic wastes, hazardous substance and hazardous materials as defined in California state or federal law at the Site which have not been rendered harmless, the Contractor shall immediately stop work at the affected area and shall report the condition to the City in writing. The City shall contract for any services required to directly remove and/or abate PCBs, hazardous substances, other toxic wastes and hazardous materials, and shall not require the Contractor to subcontract for such services. The Services in the affected area shall not thereafter be resumed except by written agreement of the City and Contractor.

3.2.16 Loss and Damage. Contractor shall be responsible for all loss and damage which may arise out of the nature of the Services agreed to herein, or from the action of the elements, or from any unforeseen difficulties which may arise or be encountered in the prosecution of the Services until the same is fully completed and accepted by City.

3.2.17 Warranty. Contractor warrants all Services under the Contract (which for purposes of this Section shall be deemed to include unauthorized work which has not been removed and any non-conforming materials incorporated into the work) to be of good quality and free from any defective or faulty material and workmanship. Contractor agrees that for a period of one year (or the period of time specified elsewhere in the Contract or in any guarantee or warranty provided by any manufacturer or supplier of equipment or materials incorporated into the work, whichever is later) after the date of final acceptance, Contractor shall within ten (10) days after being notified in writing by the City of any defect in the Services or non-conformance of the Services to the Contract, commence and prosecute with due diligence all Services necessary to fulfill the terms of the warranty at its sole cost and expense. Contractor shall act sooner as requested by the City in response to an emergency. In addition, Contractor shall, at its sole cost and expense, repair and replace any portions of the work (or work of other contractors) damaged by its defective Services or which becomes damaged in the course of repairing or replacing defective work. For any work so corrected, Contractor's obligation hereunder to correct defective work shall be reinstated for an additional one year period, commencing with the date of acceptance of such corrected work. Contractor shall perform such tests as the City may require to verify that any corrective actions, including, without limitation, redesign, repairs, and replacements comply with the requirements of the Contract. All costs associated with such

corrective actions and testing, including the removal, replacement, and reinstitution of equipment and materials necessary to gain access, shall be the sole responsibility of the Contractor. All warranties and guarantees of subcontractors, suppliers and manufacturers with respect to any portion of the work, whether express or implied, are deemed to be obtained by Contractor for the benefit of the City, regardless of whether or not such warranties and guarantees have been transferred or assigned to the City by separate agreement and Contractor agrees to enforce such warranties and guarantees, if necessary, on behalf of the City. In the event that Contractor fails to perform its obligations under this Section, or under any other warranty or guaranty under this Contract, to the reasonable satisfaction of the City, the City shall have the right to correct and replace any defective or non-conforming work and any work damaged by such work or the replacement or correction thereof at Contractor's sole expense. Contractor shall be obligated to fully reimburse the City for any expenses incurred hereunder upon demand.

3.3 Fees and Payments.

3.3.1 Compensation. Contractor shall receive compensation, including authorized reimbursements, for all Services rendered under this Agreement at the rates set forth in Exhibit “C” attached hereto and incorporated herein by reference. The total compensation during the first year of the Agreement shall not exceed ONE MILLION FOUR HUNDRED NINETY-NINE THOUSAND SIX HUNDRED EIGHTY DOLLARS ($1,499,680.00). Such amount includes compensation for scheduled grid-cycle tree maintenance services and a contingency for authorized Extra Work, including, but not limited to, emergency response services, storm-related work, out-of-cycle maintenance, tree removals, tree planting, arborist services, and other services authorized under this Agreement. Compensation for subsequent contract years shall be at the bid prices set forth in Exhibit “C” and shall be subject to annual appropriations and budget authority approved by the City Council. The City Manager may authorize Extra Work within the amounts appropriated and budgeted for such purposes. Extra Work may be authorized as described below and, if authorized, shall be compensated at the rates and in the manner set forth in this Agreement. Contractor shall not perform, and City shall not be obligated to pay for, Extra Work unless authorized in writing in accordance with this Agreement.

3.3.2 Payment of Compensation. Contractor shall submit to City a monthly itemized statement which indicates work completed and hours of Services rendered by Contractor. The statement shall describe the amount of Services and supplies provided since the initial commencement date, or since the start of the subsequent billing periods, as appropriate, through the date of the statement. City shall, within 45 days of receiving such statement, review the statement and pay all approved charges thereon.

3.3.3 Deductions. City may deduct or withhold, as applicable, from each progress payment an amount necessary to protect City from loss because of: (1) stop payment notices as allowed by state law; (2) unsatisfactory prosecution of the Services by Contractor; (3) sums representing expenses, losses, or damages as determined by the City, incurred by the City for which Contractor is liable under the Agreement; and (4) any other sums which the City is entitled to recover from Contractor under the terms of the Agreement or pursuant to state law, including Section 1727 of the California Labor Code. The failure by the City to deduct any of these sums from a progress payment shall not constitute a waiver of the City's right to such sums.

3.3.4 Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.

3.3.5 Extra Work. At any time during the term of this Agreement, City may request that Contractor perform Extra Work. As used herein, "Extra Work" means any work which is determined by City to be necessary for the proper completion of the Project, but which the parties did not reasonably anticipate would be necessary at the execution of this Agreement. Contractor shall not perform, nor be compensated for, Extra Work without written authorization from City's Representative.

3.3.6 Prevailing Wages. Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. Since the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and since the total compensation is $1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. City shall provide Contractor with a copy of the prevailing rates of per diem wages in effect at the commencement of this Agreement. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws. It shall be mandatory upon the Contractor and all subcontractors to comply with all California Labor Code provisions, which include but are not limited to prevailing wages (Labor Code Sections 1771, 1774 and 1775), employment of apprentices (Labor Code Section 1777.5), certified payroll records (Labor Code Sections 1771.4 and 1776), hours of labor (Labor Code Sections 1813 and 1815) and debarment of contractors and subcontractors (Labor Code Section 1777.1). The requirement to submit certified payroll records directly to the Labor Commissioner under Labor Code section 1771.4 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Section 1771.4.

3.3.7 Registration/DIR Compliance. If the Services are being performed as part of an applicable "public works" or "maintenance" project, and if the total compensation is $15,000 or more, then pursuant to Labor Code Sections 1725.5 and 1771.1, the Contractor and all subcontractors performing such Services must be registered with the Department of Industrial Relations. Contractor shall maintain registration for the duration of the Project and require the same of any subcontractors, as applicable. This Project may also be subject to compliance monitoring and enforcement by the Department of Industrial Relations. It shall be Contractor's sole responsibility to comply with all applicable registration and labor compliance requirements. Notwithstanding the foregoing, the contractor registration requirements mandated by Labor Code Sections 1725.5 and 1771.1 shall not apply to work performed on a public works project that is exempt pursuant to the small project exemption specified in Labor Code Sections 1725.5 and 1771.1. Any stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor that affect Contractor's performance of Services, including any delay, shall be Contractor's sole responsibility. Any delay arising out of or resulting from such stop orders shall be considered Contractor caused delay and shall not be compensable by the City. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents free and harmless from any claim or liability arising out of stop orders issued by the Department of Industrial Relations against Contractor or any subcontractor.

3.4 Termination of Agreement.

3.4.1 Grounds for Termination. City may, by written notice to Contractor, terminate the whole or any part of this Agreement at any time and without cause by giving written notice to Contractor of such termination, and specifying the effective date thereof, at least seven (7) days before the effective date of such termination. Upon termination, Contractor shall be compensated only for those services which have been adequately rendered to City, and Contractor shall be entitled to no further compensation. Contractor may not terminate this Agreement except for cause.

3.4.2 Effect of Termination. If this Agreement is terminated as provided herein, City may require Contractor to provide all finished or unfinished Documents and Data and other information of any kind prepared by Contractor in connection with the performance of Services under this Agreement. Contractor shall be required to provide such document and other information within fifteen (15) days of the request.

3.4.3 Additional Services. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, services similar to those terminated.

3.5 General Provisions.

3.5.1 Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Contractor:

Mariposa Tree Management, Inc.
6232 Santos Diaz Street
Irwindale, CA 91702
Attn: Terry Noriega, President

City:

City of Pomona
505 South Garey Avenue
Pomona, CA 91766
Attn: Danny Whaley, Parks and Facilities Manager

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

3.5.2 Indemnification.

3.5.2.1 Scope of Indemnity. To the fullest extent permitted by law, Contractor shall defend, indemnify and hold the City, its officials, employees, agents and authorized volunteers free and harmless from any and all claims, demands, causes of action, suits, actions, proceedings, costs, expenses, liability, judgments, awards, decrees, settlements, loss, damage or injury of any kind, in law or equity, regardless of whether the allegations are false,

fraudulent, or groundless, to property or persons, including wrongful death, (collectively, "Claims") in any manner arising out of, pertaining to, or incident to any acts, errors or omissions, or willful misconduct of Contractor, its officials, officers, employees, subcontractors, consultants or agents in connection with the performance of the Contractor's services, the Project or this Agreement, including without limitation the payment of all expert witness fees, attorneys' fees and other related costs and expenses. Notwithstanding the foregoing, to the extent required by Civil Code section 2782, Contractor's indemnity obligation shall not apply to liability for damages for death or bodily injury to persons, injury to property, or any other loss, damage or expense arising from the sole or active negligence or willful misconduct of the City or the City's agents, servants, or independent contractors who are directly responsible to the City, or for defects in design furnished by those persons.

3.5.2.2 Additional Indemnity Obligations. Contractor shall defend, with counsel of City's choosing and at Contractor's own cost, expense and risk, any and all Claims covered by this section that may be brought or instituted against City or its officials, employees, agents and authorized volunteers. In addition, Contractor shall pay and satisfy any judgment, award or decree that may be rendered against City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Contractor shall also reimburse City for the cost of any settlement paid by City or its officials, employees, agents and authorized volunteers as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Contractor shall reimburse City and its officials, employees, agents and authorized volunteers, for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided. Contractor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, its officials, employees, agents and authorized volunteers.

3.5.3 Governing Law; Government Code Claim Compliance. This Agreement shall be governed by the laws of the State of California. Venue shall be in Los Angeles County. In addition to any and all contract requirements pertaining to notices of and requests for compensation or payment for extra work, disputed work, claims and/or changed conditions, Contractor must comply with the claim procedures set forth in Government Code sections 900 et seq. prior to filing any lawsuit against the City. Such Government Code claims and any subsequent lawsuit based upon the Government Code claims shall be limited to those matters that remain unresolved after all procedures pertaining to extra work, disputed work, claims, and/or changed conditions have been followed by Contractor. If no such Government Code claim is submitted, or if any prerequisite contractual requirements are not otherwise satisfied as specified herein, Contractor shall be barred from bringing and maintaining a valid lawsuit against the City.

3.5.4 Time of Essence. Time is of the essence for each and every provision of this Agreement.

3.5.5 City's Right to Employ Other Contractors. City reserves right to employ other contractors in connection with this Project.

3.5.6 Successors and Assigns. This Agreement shall be binding on the successors and assigns of the parties.

3.5.7 Assignment or Transfer. Contractor shall not assign, hypothecate or transfer, either directly or by operation of law, this Agreement or any interest herein without the prior written consent of the City. Any attempt to do so shall be null and void, and any assignees,

hypothecates or transferees shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer.

3.5.8 Construction; References; Captions. Since the Parties or their agents have participated fully in the preparation of this Agreement, the language of this Agreement shall be construed simply, according to its fair meaning, and not strictly for or against any Party. Any term referencing time, days or period for performance shall be deemed calendar days and not work days. All references to Contractor include all personnel, employees, agents, and subcontractors of Contractor, except as otherwise specified in this Agreement. All references to City include its elected officials, officers, employees, agents, and volunteers except as otherwise specified in this Agreement. The captions of the various articles and paragraphs are for convenience and ease of reference only, and do not define, limit, augment, or describe the scope, content or intent of this Agreement.

3.5.9 Amendment; Modification. No supplement, modification or amendment of this Agreement shall be binding unless executed in writing and signed by both Parties.

3.5.10 Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, benefit, privilege, or service voluntarily given or performed by a Party shall give the other Party any contractual rights by custom, estoppel or otherwise.

3.5.11 No Third Party Beneficiaries. Except to the extent expressly provided for in Section 3.5.7, there are no intended third party beneficiaries of any right or obligation assumed by the Parties.

3.5.12 Invalidity; Severability. If any portion of this Agreement is declared invalid, illegal, or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions shall continue in full force and effect.

3.5.13 Prohibited Interests. Contractor maintains and warrants that it has not employed nor retained any company or person, other than a bona fide employee working solely for Contractor, to solicit or secure this Agreement. Further, Contractor warrants that it has not paid nor has it agreed to pay any company or person, other than a bona fide employee working solely for Contractor, any fee, commission, percentage, brokerage fee, gift or other consideration contingent upon or resulting from the award or making of this Agreement. Contractor further agrees to file, or shall cause its employees or subcontractors to file, a Statement of Economic Interest with the City's Filing Officer as required under state law in the performance of the Services. For breach or violation of this warranty, City shall have the right to rescind this Agreement without liability. For the term of this Agreement, no member, officer or employee of City, during the term of his or her service with City, shall have any direct interest in this Agreement, or obtain any present or anticipated material benefit arising therefrom.

3.5.14 Cooperation; Further Acts. The Parties shall fully cooperate with one another, and shall take any additional acts or sign any additional documents as may be necessary, appropriate or convenient to attain the purposes of this Agreement.

3.5.15 Authority to Enter Agreement. Contractor has all requisite power and authority to conduct its business and to execute, deliver, and perform the Agreement. Each Party warrants that the individuals who have signed this Agreement have the legal power, right, and authority to make this Agreement and bind each respective Party.

3.5.16 Counterparts. This Agreement may be signed in counterparts, each of which shall constitute an original.

3.5.17 Entire Agreement. This Agreement contains the entire Agreement of the parties with respect to the subject matter hereof, and supersedes all prior negotiations, understandings or agreements. This Agreement may only be modified by a writing signed by both parties.

[SIGNATURES ON NEXT PAGE]

SIGNATURE PAGE FOR MAINTENANCE SERVICES AGREEMENT BETWEEN THE CITY OF POMONA AND MARIPOSA TREE MANAGEMENT, INC.

IN WITNESS WHEREOF, the Parties have entered into this Agreement as of the 7th day of July, 2026.

CITY OF POMONA

Approved By:

_____
Anita D. Scott
City Manager

Approved as to Form:

_____
Best Best & Krieger LLP
City Attorney

Attested By:

_____
City Clerk

MARIPOSA TREE MANAGEMENT, INC.

[IF CORPORATION, TWO SIGNATURES, PRESIDENT **OR** VICE PRESIDENT **AND** SECRETARY **OR** TREASURER **REQUIRED**]

By: _____

Its: PRESIDENT

Printed Name: TERRY NORIEGA

By: _____

Its: SECRETARY

Printed Name: DENNIS JONES

1061455 A, C-27, C-31, C-49, C-6 d-49
Contractor's License Number and Classification

1000551767
DIR Registration Number

EXHIBIT "A"

SCOPE OF SERVICES

The scope of work for the project includes providing all necessary services to perform and complete the proposed tree maintenance work thoroughly and professionally, and to provide labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner meeting the City's requirements. Contractor may be required to perform the following tree maintenance activities at various sites throughout the City:

1. Tree pruning (ISA full trim)	12. Palm crown/nut trimming and shaping
2. Tree removal	13. Root pruning
3. Tree planting	14. Specialty equipment rental
4. Crew rental	15. Arborist services/inspection
5. Emergency response	16. Foliar and pesticide treatments
6. Line clearance pruning	17. Additional work
7. Clearance pruning	18. Data entry
8. Grid pruning program (ISA full trim)	19. Webpage development
9. Tree watering	20. GPS Tree inventory
10. Small tree care	21. Online maintenance access*
11. Palm trunk skinning	22. Urban Forestry Manual Updates
*Online maintenance is defined as Internet access to an Urban Forestry Management tool that includes work order tracking, ability to send work requests including but not limited to pruning, planting, and removal, access to reports for tree inventory, value of the urban forest, job balance and GPS accessibility (if applicable).	

A. Annual Pruning Program

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. All pruning shall be a full and complete tree trimming to include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards. Contractor shall be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Contract. **The intent of this Contract is to have all City trees pruned once every five years, all park trees pruned on a three-year cycle, all VPD lot trees every three years, all Chinese Elms trimmed every two years, and all palms trimmed every two years (Level A on the pricing sheet). The contractor shall inventory, schedule, and manage the Urban Forest and all city tree specifications to meet this goal.** Any "Crew Rental" work must be approved in writing with specific scope, quote, and approved budget for any special project. Scheduled tree and palm trimming that is included in the standard cycle trim shall not be considered special projects and shall be at the contract rate for the cycle/grid trims. Current grid cycles are provided in Attachment C of this RFP for reference. Proposed grid cycles for the contract resulting from this RFP are outlined in Attachment D. All cost proposals for grid pruning must be based on the proposed cycles detailed in Attachment D. Level A Park tree pruning shall follow a three-year cycle, as incorporated into the proposed grid map in Attachment D. Alternate Level B pricing sheet has been provided and may be awarded based on available funding.

B. Tree Inventory/GPS Requirement

The Contractor will provide the City access to a record keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program shall be an Internet-driven tracking program. The program shall have the capability to produce detailed listings of tree and site information, work histories, invoice records, service requests, summary reports and pictures of City tree species. The Contractor shall provide software support to the City for the entire term of the contract. The Contractor may be asked to provide the City with recommendations for tree maintenance, and recommended removals. Attributes to be collected by field personnel for inventory purposes may include Address, Street, Facility, Species, Diameter, Crown, Height, recommended maintenance, overhead utilities, and parkway size and type. Inventory system shall identify replacement species based on the adopted Urban Forestry Manual and be updates as needed.

C. GPS Inventory Detail

Provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes but is not limited to all publicly owned trees on street rights-of-way, sidewalk parkways, fuel modification areas, slopes, City Parks, City owned properties/facilities and open spaces such as medians, greenscapes, etc. The address information contained in inventory should be linked directly to a 6 Geographical Information System (GIS) program. Using a handheld computer and a backpack GPS receiver, the inventory collector will identify the trees by their global coordinates of longitude and latitude. By collecting the data using the GPS system, the City can consolidate the tree data with other various GPS coded programs in the City. **Within the first 240 calendar days of the project contract,** the City will receive a complete listing of all sites inventoried, both in hard copy, digital and flash drive, which will enable you to connect the inventory to the City's GIS program and create various frequency reports. A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. Contractor shall be required to create an ESRI ArcView/ArcGIS or equivalent, compatible "shape file". The new inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.) The Contractor's tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. Minimum accuracy shall be not more than one (1) meter. In addition, any/all newly planted city trees (by contractors, volunteer groups, grants opportunities or city employees) shall be inventoried and the inventory system updated at no additional charge to the city for the term of the contract.

D. Experience

The Contractor shall have at a minimum five (5) years' experience in collecting tree inventories and technical expertise developing inventory databases, including an extensive program that simplifies the management of the City's Urban Forest. The Contractor shall have developed a complete and comprehensive computer software program in at least five (5) California cities. The program should have specialized reports designed specifically for City representatives' needs. The program should be developed based on the needs of the City and allow the City to modify and structure the program specific to our needs. The user- friendly program should allow customers to generate a variety of reports quickly.

E. Contractor Qualifications

Contractors wishing to have their bid proposals considered for this project shall submit a statement of firm's qualifications applicable to this project, including the following as a minimum:

- State of California Contractor's License number and expiration date C49 or C61/D-49 (if providing C61/D-49, upon license renewal a C49 must be provided) and any other applicable licenses.
- Names, staff qualifications and proposed duties of staff to be assigned to this project. The Contractor shall identify at least two (2) ISA Certified Arborists who will be responsible for providing project management for the duration of any Service Agreement, as well as a full-time English speaking Site Supervisor, who is an ISA Certified Arborists, capable of communicating with any City representative and be authorized to act on behalf of the firm.
- List of staff qualifications including but not limited to:
    - o All Certified Arborists employed by the firm.
    - o All Certified Utility Arborists employed by the firm.
    - o All Certified Tree workers employed by the firm.
    - o All Certified Urban Foresters and/or Municipal Arborists employed by the firm.
    - o All Utility Line Clearance Tree workers employed by the firm.
    - o California State Licensed Pest Control Advisor and Applicator employed by the firm.
    - o American Society of Consulting Arborists (ASCA) Registered Consulting Arborist employed by the firm to consult on tree health issues.
    - o Technicians providing technical support for inventory software.
    - o Traffic Control Design Specialist(s) and Traffic Control Technician(s) in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD) for Streets and Highways.

F. Scope of Work

City shall provide the most up-to-date GPS inventory data to Contractor upon award of contract. Contractor will manage the entire inventory project. The project shall include field data collection, data entry, access to the computer software, and training of City employees on the use of the system, future technical maintenance, and support and as an option, conversion of the existing database. Attributes to be collected by field personnel may include, but is not limited to:

The Contractor shall provide routine maintenance, archive, backup, restore, and disaster recovery procedures as may be requested by the City. The Contractor shall provide complete support rapidly with experienced staff available to the City during the hours of 8:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor shall be readily available by telephone, e-mail or shall respond to the City's location within a timely manner

• Tree Number	• City District Grid/LLMDs/Parks/ assessments/Residential
• Street	• Location by Address
• Location by GIS	• Species by botanical name & common name
• Tree Diameter (DBH)	• Tree height
• Recommended Maintenance Classification	• Existing overhead Utilities
• Parkway Size	• Parkway Type
• Sidewalk damage	• Technical Support and Maintenance

1. Project Special Provisions
   Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Pomona is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under this contract

2. Work Quality
   All tree pruning shall comply with good arboreal practice for the species of trees being trimmed shall be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. The Contractor shall also meet the requirements of the most current American National Standards, 2133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018. The City of Pomona shall determine if the Contractor has met all pruning requirements and payment shall not be made for pruning that is not in accordance with the above standards. The Contractor shall be deemed in contract default if they consistently fail to comply with the aforementioned standards.

3. Traffic Safety
   Contractor shall be required to provide all necessary traffic control, in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD), during the course of regular maintenance work and emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company. Contractor shall comply with all truck City of Pomona Truck route mandates.

4. Work Standards
   Limbs one inch (1") in diameter or greater shall be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch one foot (1') to two feet (2') from the crotch. The undercut should be at least one-third (1/3) of the diameter. Make the second cut one-inch (1") to three inches (3") further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering

of the wound by callus growth. Cuts shall not be made so large that they will prevent sap flow. All cut branches three and one-half inches (3 ½) or larger in diameter shall be lowered by proper ropes to the ground. Any damage caused by dropping limbs shall be repaired within three (3) days at the Contractor's expense and to the satisfaction of the City of Pomona. All debris resulting from tree pruning operations shall be removed from the work site on a daily basis. On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a thirty (30) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily.

A. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.

B. Contractor shall notify the resident forty-eight (48) hours in advance of scheduled pruning.

C. Contractor shall provide and post "No Parking" signs twenty-four (24) hours in advance of the work.

D. Contractor shall endeavor to maintain good public relations at all 9 times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced, English-speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

E. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City is responsible for properly marking the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USA).

F. No hooks, gaffs, spurs or climbers will be used for anything other than removals. G. Final pruning cuts shall be made without leaving stubs. Cuts shall be made in a manner to promote fast callous growth.

H. When pruning fungus, disease, or fire blight infected limbs or fronds, all pruning tools shall be disinfected after each cut with alcohol or bleach.

I. Topping shall not be done unless explicitly requested by the City.

J. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.

K. Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty (20%) percent but no more than forty (40%) percent.

L. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment shall be removed.

M. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

N. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

O. Dead and/or dying trees, engulfed with fungus, sick, damaged, diseased or insect infested shall be brought to the City's attention. Based on the Contractor's recommendation, the City will approve or disapprove removal of the tree. Contractor shall remove the tree, stump, and roots completely upon City approval.

5. Pruning for Traffic Clearances

Tree pruning for traffic clearances shall provide clearances of at least fourteen (14') feet and no greater than sixteen feet (16') above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards under "Pruning to Raise." Clearance trims shall be performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), shall be determined by the City of Pomona and conform to the following:

A. The minimum clearance under trees within the street right-of way shall be fourteen (14') feet over the traveled road, and fourteen feet (14') over the curb line and twelve feet (12') over the sidewalk side of the tree. When pruning the bottom branches, care shall be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.

B. Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral which is large enough to assume leadership.

C. When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

6. Pruning of Palms

The City has approximately 4,100 palms to be maintained under the agreement awarded as part of this RFP. The City intends to trim palms on a two-year grid cycle, however, palm maintenance may not follow a 2-year grid cycle due to funding.

Palm tree pruning shall consist of the removal of loose dead fronds, fruit clusters, and other vegetation from the trunks of all palms in accordance the following:

A. The use of climbing spurs or spikes for the purpose of climbing palms is prohibited. The Contractor shall be required to use a boom or bucket truck, with sufficient height to reach the crown for the purpose of pruning City palms.

B. Palm Skinning - Dead fronds, and parts thereof, including stubs, shall be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately twenty-four to thirty-six (24" - 36") inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least eighteen (18") inches but no greater than thirty-six (36") inches.

C. Canary Palm pine/nut trimming and shaping. This trimming is for both safety and aesthetic purposes. A symmetrical shape and pleasing appearance typical of the species is shall be maintained.

7. Service Request Tree Pruning
   Trees that need service prior to their scheduled cycle/grid trim for aesthetic or clearance shall be trimmed within one week of notification by the City to the Contractor. Trees designated for aesthetic trimming shall be trimmed, shaped, and thinned. The trimming shall provide a symmetrical shape and aesthetically pleasing appearance typical of the species. In addition, trees shall be trimmed to provide a minimum clearance of fifteen (14') feet over the roadway and twelve (12') feet over walkways. Trees shall also be trimmed to remove any obstruction around traffic control devices, traffic signs, traffic camera systems, and streetlights. Additional trimming shall be performed to mitigate any extreme effect of the clearance trimming and provide an aesthetic appearance. Out of Grid trimming for public safety clearance shall be included in the unit price for the cycle/grid area and shall not be charged as an extra trim or crew rental rates. The specific techniques employed shall be consistent with industry practice for the size and specific of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, ½ inch to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree. All trees shall be thinned of smaller limbs when necessary to distribute the foliage evenly

8. Tree Removals
   Trees that are candidates for removal shall be identified and marked by the Contractor. The Contractor shall notify the City of candidates for removal. The City can also notify the Contractor of candidates for removal. Removals shall be performed during the cycle trim or as directed. The Contractor shall also notify the homeowner of the up-and-coming removal work. Contractor bears sole responsibility for this task. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of twenty-four (24") inches. All holes shall be backfilled; as well as all debris cleaned up and hauled away and turf or parkway landscape restored to match existing as directed by City Staff. Replacement trees shall be planted per the Urban Forestry Manual as directed. A monthly and annual count of tree removals and new tree inventory shall be provided quarterly or as requested. Removals that are difficult to access with equipment shall be billed at tree contract rates without extra or crew rental charges. The City of Pomona shall make the final determination to remove. Removals shall be conducted in good workmanlike manner in accordance with the standards of the arboricultural profession.

   All wood from removed trees is the property of the City and shall be disposed of at the direction of the Public Works Director. No wood shall be left along public right-of-way. All tree parts are to be loaded into transport vehicles or containers. The vehicles or containers must have the front, sides and rear solid and the top shall be tarped, or otherwise tightly enclosed. The transporting of tree parts must be made so that no debris escapes during the transport. Branches, volunteer shoots, bark, and other tree parts that are chipped are to be covered while transported and hauled to the disposal site during the workday.

The Contractor is responsible for marking trees so that they are easily identifiable by Underground Service Alert. The Contractor shall be required to call Underground Alert at least 2 days before stumps are to be ground out. All tree stumps must be removed to at least 24 inches below the lowest soil level adjacent to the stump, or until deep roots are no longer encountered. The Contractor shall grind the stump a minimum distance of one and a half (1 ½) feet either side of the outer circumference of the stump, or until surface roots are no longer encountered and all surface roots shall be ground within canopy of removed the tree.

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

9. Tree Planting

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Newly planted trees shall be updated in the GIS tree inventory system at time of planting by the Contractor. Planting lists shall be compiled by the City staff and/or Contractor as directed and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

A. Contractor shall provide all equipment, labor, and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.

B. The Contractor shall be responsible for marking locations based off the City's recommendation and the Contractor will notify Underground Service Alert (USA) prior to planting.

C. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.

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

E. Backfill material should be native soil. Eliminate all air pockets while back filling the planting pit by watering the soil as it's put into the hole.

F. Trees that are planted in parkways shall have a 4"-6" high water retention basin built around the tree capable of holding at least ten (10) gallons of water. In a concrete tree well, soil should be raked against the edge of the concrete to create a sloping basin. Immediately after planting, the tree shall be watered thoroughly by filling the water retention basin twice.

G. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be ten (1O') feet long, with a one and a half (1 ½) inch diameter. Tree ties shall be placed at one third (1/3) and two-thirds (2/3) of the trunk height. Stakes shall not penetrate the root ball and shall be driven into the ground approximately twenty-four to thirty (24"-30") inches below grade.

H. Trunk protectors such as Arbor-Guards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
I. In some cases, root barriers may be required. The City will make this determination. Should a root barrier be required, the Contractor will install a mechanical barrier that redirects root growth downward, eliminating the surface rooting that damages expensive hardscapes and creates a hazard. The barrier shall be eighteen (18") inches in depth and at a length determined by the City and placed in a circular fashion surrounding the tree's root system. Root barriers and installation are an additional service and cost.
J. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.
K. All trees shall be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI 260.1-1996 Standards. Trees shall be free from pests, disease, and structural defects.

10. Crew Rental
    The standard crew is three men, one chipper truck, one chipper, one boom/ bucket truck, and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, hanging banners, hanging Holiday lighting/decorations, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim. Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs may be performed under the Crew Rental rate but shall be grouped for maximum efficiency and cost savings to the City of Pomona. These out-of-grid requests shall be specific and identified day(s) of the month.

11. Emergency Response
    The Contractor shall be required to provide emergency, on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time (24/7). The Contractor will be provided with locations and the work to be done at each location via telephone from a city authorized representative. Emergency work shall begin within two (2) hours of the initial telephone call.

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

    Contractor shall be required to provide all necessary traffic control, in accordance with the American Traffic Safety Services Association (ATSSA) and Manual on Uniform Traffic Control Devices (MUTCD), during the course of emergency work. Should the work involve any high voltage power lines or any utility lines the Contractor shall be required to notify the responsible utility company. Work performed under the emergency provision of this contract shall be paid for on a crew hour basis. This shall include all labor, tools equipment, disposal fees, and necessary materials

12. Line Clearance Pruning

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

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

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

15. Arborist Services
    On occasion, the City requires tree evaluations including written reports. The vendor shall provide an hourly rate for an Arborist that can respond to the City's request(s) for the preparation of detailed arborist reports, tree evaluations, and site inspections. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis. Six Arborist reports per year shall be included in the contract and not billed as an extra. Any Arborist reports above six per year shall be billed as hourly rate and only with written approval.

16. Traffic Control
    Contractor shall conform to all City Traffic Safety requirements and operating rules at all times while this contract is in effect. The Contractor shall employee staff certified as Traffic Control Design Specialist and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA), and Manual on Uniform Traffic Control Devices (MUTCD). Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility Arrow Board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use, furthermore, the City may require a Traffic delineation and safety plan to be submitted on selected jobs. Illuminated arrow boards, sign stands, delineators and/or cones shall be used to identify work site for vehicular and pedestrian safety. Illuminated ATSSA approved equipment may be required in low light situations including, but not limited to: dawn, dusk, low light, rain, snow, evening, night if these situations present themselves on a daily work flow basis, or on emergency responses. All such determinations shall be made by the above mentioned Traffic Control Design Specialist, and then approved by the appropriate City Public Works Department Staff.

17. Public Notice of Tree Pruning Operations
    Contractor shall be required to notify residents and/or businesses of scheduled tree pruning operations at least forty-eight (48) hours prior to the work being performed. Notifications shall be made in the form of door hangers. City approved "No Parking" signs shall be posted on individual trees scheduled for pruning twenty-four (24) hours prior to the work being performed.

18. Work Site Clean Up
    Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris, or equipment be left on the street overnight. Contractor's equipment may be stored overnight, with advance approval, in the City Yard, or on other designated City Property. However, the City will not be responsible for security of Contractor's equipment. Brush and debris shall be removed daily, sidewalks swept, lawns, and parkways raked out and gutters cleaned. The Public Works Director or authorized representative, shall be the sole judge as to the adequacy of the clean-up.

19. Disposal of Debris
    All tree branches produced as a result of the Contractor's operations under this contract will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report to be used for compliance with CA Assembly Bill 939.
    - Greenwaste Recycling Report: Greenwaste that is transported to an off-site facility for grinding into mulch shall be documented and available to the Contract Officer on a monthly basis.
    - Wood Chips: Chips generated from pruning operations within the City of Pomona may first be dumped at a City designated site. At the direction of the Contract Officer or his authorized representative, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. When pre-authorized, these chips shall be dumped in specified locations in the City.
    - Milling (additional service & cost): At the direction of the Public Works Director, large tree trunks, which meet proper specifications may be milled into lumber suitable for use in a variety of applications. Milled lumber shall be returned to the City at a cost to be included in the bid proposal.

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

21. Invoices
    Contractor shall be required to submit invoices via U.S. Postal Service, email and via work order system on a monthly basis. The invoice must reflect activity in a bi-weekly breakdown, i.e. 1st - 15th, 15th - end of month. Invoice format shall include but not be limited to a list of each street that tree maintenance operations took place, the address of each individual tree, the species and its height and trunk diameter of each

individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

22. Inspections

The City of Pomona or its designated representative, shall, at all times, have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the progress, workmanship, and character of materials and equipment used and employed in the work.

23. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:
• Defective or inadequate work not corrected.
• Claims filed, or reasonable evidence indicating probable filing of claims.
• A reasonable doubt that the contract can be completed for the balance unpaid.

24. Minor Modifications and/or Additional Work

A. The City may modify these specifications with the joint approval of the Contractor and the Public Works Director. All modifications shall be in writing.
B. In the event that the City of Pomona should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a contract prices.
C. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with this bid proposal.
D. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.
E. The Contractor must have the ability to receive and respond to emergency situations and must respond to emergency call outs within one hundred twenty (120) minutes of receipt of the call.

25. Extra Work, Out of Cycle, Emergency, and Extraordinary Services

Extra Work means any work which is determined by the City to be necessary for the proper completion of the agreement, but which parties did not reasonably anticipate would be necessary at the execution of this agreement. Contractor shall not perform, nor be compensated for Extra Work without written authorization from the City's Representative. All Extra Work shall be compensated at the rates and manner set forth in the pricing sheet. As Extra Work, the City may request out of cycle, emergency, and extraordinary services as part of the agreement awarded from this RFP. Out-of-cycle requests refer to non-emergency, as-needed tree maintenance services performed outside the routine schedule, typically involving minor pruning, clearance, or hazard reduction that does not pose an immediate risk and can be addressed within standard response timeframes. Emergency requests are unplanned situations requiring immediate response due to imminent threats to public safety, property, or critical infrastructure (such as storm damage) and require rapid mobilization, often on a 24/7 basis. Extraordinary services encompass non-routine,

specialized, or large-scale work that exceeds standard maintenance and emergency response activities, including complex removals, disaster recovery efforts. These services are typically priced separately due to their resource demands. It is anticipated that out of cycle, emergency, or extraordinary service requests will amount to 30+ callouts per month under both Level A or Alternate Level B. Therefore, costs shall be in line with regularly scheduled trimming scope pricing.

26. Assessment District Grid Trim

    The Phillips Ranch Assessment District (District) has approximately 12,000 trees to be maintained under the agreement awarded as part of this RFP. The District has limited funding, therefore, trees trimmed under a grid cycle may not follow the standard 5-year grid cycle intended to be awarded for street trees. The Contractor shall prepare and submit a plan for a regular grid cycle for Phillips Ranch Assessment District tree maintenance prioritizing fuel modification (first 100 feet from structures), trees within the right-of-way, and paseo trees.

MARIPOSA
TREE MANAGEMENT, INC

Citywide Tree Maintenance & Emergency Response Services: RFP No. 2026-17

City of Pomona

June 10th 2026



Tel 800•794•9458 / Fax 626•960•8477
www.mariposa-ca.com

6232 Santos Diaz Street, Irwindale, CA91702
CA Contractors License #1061455 C-49, C61/D49, C27, C31, A

MARIPOSA

TREE MANAGEMENT, INC

June 10th, 2026

City of Pomona
Public Works Department
505 South Garey Avenue
Pomona, California 91766

Re: Proposal for Citywide Tree Maintenance & Emergency Response Services

Dear Members of the City of Pomona Selection Committee:

On behalf of Mariposa Tree Management, it is with genuine enthusiasm and deep respect for the City of Pomona's urban forest legacy that we submit this proposal for Citywide Tree Maintenance and Emergency Response Services. Pomona is a city that takes its trees seriously — the scale, diversity, and geographic complexity of your 35,000+ tree inventory, including the Phillips Ranch Assessment District and its unique fuel modification priorities, demands a contractor with proven depth, not simply the lowest bidder.

Who We Are

Mariposa Tree Management is a mid-size, dedicated municipal tree care company with more than 40 years of service to California cities and public agencies. We currently provide tree maintenance services to the Cities of Burbank, Temecula, San Marino, Lawndale, Gardena, Pasadena, and dozens of other municipal clients — including the City of Los Angeles Department of Parks & Recreation, LA Metro, and multiple California counties. Several of our current contracts were previously held by West Coast Arborist, the largest firm in California municipal arboriculture; we earned those cities' trust through superior communication and quality workmanship.


Mariposa Tree Management
Irwindale, CA

We are not a company that wins contracts and then transitions to a production mindset. Our crews are cross-trained, our foremen are ISA Certified, and our management team holds PPQ, TRAQ, and Municipal Specialist designations. We hold TCIA Accreditation continuously since 2012 — one of the few companies in California to do so — and we are fully DIR-registered and prevailing wage compliant.

Why Mariposa is the Right Choice for Pomona

- Deep experience with grid-based annual pruning cycles, emergency response, and GPS tree inventory management across large municipal contracts
- ISA PPQ, TRAQ, and Municipal Specialist certifications among key personnel assigned to this contract
- TreePlotter GPS inventory capability with demonstrated ESRI/ArcGIS-compatible shapefile delivery
- A genuine understanding of the Phillips Ranch Assessment District's fuel modification prioritization requirements
- Proven track record transitioning municipal contracts smoothly, without service gaps

We have reviewed the RFP specifications, scope of work, Attachments C and D (grid cycles), and all requirements in their entirety. Mariposa is committed to performing the services as described. Our cost proposal will remain valid for a minimum of 180 days from the June 10, 2026 due date.

Respectfully Submitted,

Mariposa Tree Management
Dennis Jones
Secretary & VP of Operations
Phone: 626-960-0196
Email: dennis@mariposa-ca.com

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Client References

At Mariposa Tree Management Inc., we pride ourselves on **excellent client service**. The contact information for many of our current tree maintenance clients is listed below. We provide most or all of the following services for these municipalities: tree pruning, tree removal, GIS mapping, arborist surveys, palm pruning, tree planting, plant healthcare services, hazard tree analysis, tree watering, emergency services during normal business hours and on a 24-hour basis. Learn more about the services we provide in Section 3.

CITY OF BURBANK
Contact: Mike Del Campo
818-238-5343
mdelcampo@burbankca.gov
150 North 3rd Street,
Burbank Ca 91502
Tree Maintenance Services
October 2016 to Present

CITY OF TEMECULA
Contact: Stacy Fox
951-308-6306
Stacy.Fox@temeculaca.gov
41111 Main Street
Temecula Ca. 92590
Tree Maintenance Services
July 2021 to Present

CITY OF SAN MARINO
Contact: Chris Gutierrez
626-300-0793
Cgutierrez@SanMarinoCA.gov
2200 Huntington Drive
San Marino, Ca 91108
Tree Maintenance Services
July 2014 to present

LA METRO
Contact: Rommel Hilario
213-922-5331
HilarioR@metro.net
1 Gateway Plaza,
Los Angeles Ca 90012
Tree Maintenance Services
October 2016 to Present

CITY OF SANTA BARBARA
Contact: Nathan Slack
805-564-5592
nslack@SantaBarbraCA.gov
630 Garden Street
Santa Barbara Ca. 93101
Tree Maintenance Services
July 2021 to 2022

CITY OF LAWNDALE
Contact: Johnny Calderon
310-973-3263
jcalderon@lawndale.ca.gov
4722 Manhattan Beach Blvd
Lawndale CA 90260
Tree Maintenance Services
July 2020 to present

Mariposa Tree Management Current Government Tree Maintenance Contracts

City of Pasadena - Trees
City of Pasadena - Palms
City of Los Angeles - Parks & Recreation
City of Los Angeles - World Airports
City of Los Angeles - Zoo
City of Thousand Oaks
City of Lawndale
City of Yucaipa
City of Gardena
City of Temecula
City of Port Hueneme
City of Lindsey
Los Angeles - Metro
County of Los Angeles - Parks & Recreation
County of Los Angeles - Beaches & Harbors
County of Ventura - Parks
County of San Bernardino - Public Works
County of Inyo
County of Merced
State of CA - General Services Dept.
State of CA - Corrections Dept.
San Marino Unified School District
Temple City Unified School District
Moorpark Unified School District
Valle Lindo Unified School District
Norwalk La Mirada Unified School District

Proposed Staffing & Management Plan

The management and crew at Mariposa Tree Management have more than 100 years of combined experience in urban forestry operations, customer service, account management, and inventory technology. In addition to our **vast experience** in the field, our staff has completed numerous certifications, courses and training in urban forestry, and natural resources education. These include degrees from educational organizations accredited by the International Society of Arborists, the Society of American Foresters and the International Society of Arborists. Our team is commited to ensuring immediate response to any issues that may arise relating to the services proposed.

Our team leverages years of experience working with its major clients, including the cities of San Marino, Lawndale, Los Angeles, Burbank, and Temecula, as well as the counties of Los Angeles, San Bernardino, and Ventura when managing client relations. Mariposa Tree Management has mastered **efficient, detail-oriented relations** in every aspect of these contracts, including coordinating with city officials, generating work orders, managing inventories, completing tree work operations, and processing records for accounting.

Since its start, our tree division has completed **more than 1,000 contracts** ranging in value between $500 and $2.5 million. Over the past three years, Mariposa Tree Management teams have successfully completed contracts with Palm Springs, Pasadena, Los Angeles County, and Caltrans which were comparative in size and complexity to the requested services included in this proposal. These contracts included urban forestry operations with the following tasks: customer service, account management, inventory management, trimming, pruning, removals, planting, and arboricultural consultations. All these projects have been completed successfully.

Our Key personnel proposed will be available to perform the proposed services for the duration of the contract, on site when requested by the City..



Dennis Jones,
Vice President of Operations



- **Roles:** Supervision, Scheduling, Billing, Consultation, and Customer Support
- Assigned for duration of project
- **Relevant work experience:** 25 years in this capacity
- BS Degree in Urban Forestry from Cal Poly San Luis Obispo
- ISA Certified Arborist WE-5700A
- ISA Municipal Specialist
- ISA Utility Specialist
- ISA Tree Risk Assessment Qualified TRAQ
- ISA Prescription Pruning Qualified PPQ
- TCIA Certified Tree Care Safety Professional #00843 (CTSP)
- Qualified Applicators License QAL 108771, Categories B, C, & F
- Wildlife Protector Certification from the Wildlife Training Institute. #821
- Notary Public

Brandon Williamson,
Account & Inventory Manager



- Roles: Work Site Evaluations, Develop Project Proposals, Manage Tree Inventories, Work Orders, and Work Histories
- Assigned for duration of project
- Relevant Work History: 10 years in the tree care industry
- AAS Degree in Natural Resource Technology- Forest Resources from Mt. Hood Community College, Gresham Oregon
- ISA Certified Arborist WE-13968A
- ISA Tree Risk Assessment Qualified TRAQ
- ISA Prescription Pruning Qualified PPQ
- Certified Natural Resource Technician (MHCC)
- TCIA Certified Tree Care Safety Professional CTSP
- TCIA Certified Ground Operations Specialist
- OSHA 30 Certified
- Notary Public

Orlando Baeza,
Training Manager



- Roles: Supervision, Scheduling, Billing, Consultation, and Customer Support
- Assigned for duration of project
- Relevant work experience: 15 years in this capacity
- TCIA Tree Care Safety Professional #1526
- TCIA Certified Ground Operations Specialist

Alejandro Padilla, Field Supervisor

- **Roles:** Supervision, Scheduling, Billing, Consultation, and Customer Support
- Assigned for duration of project
- **Relevant work experience:** 15 years in this capacity
- ISA Certified Arborist
- TCIA Tree Climber Specialist
- TCIA Certified Ground Operations Specialist



Edgar Hernandez, Field Supervisor

- **Roles:** Supervision, Scheduling, Billing, Consultation, and Customer Support
- Assigned for duration of project
- **Relevant work experience:** 15 years in this capacity
- ISA Certified Tree Worker Specialist
- TCIA Tree Climber Specialist
- TCIA Certified Ground Operations Specialist



Evan Erickson, Field Supervisor

- **Roles:** Crew leadership, Safety management, Tree Trimming & Removals, Gis/Gps Tree Inventory Mapping
- Assigned for duration of project
- **Relevant work experience:** 5 years in this capacity
- ISA Certified Arborist
- ISA Prescription Pruning Qualified
- ISA Certified Tree Worker
- TCIA Certified Ground Operations Specialist
- CPR Certified



Mariposa Tree Management – Training Program Overview

Mariposa Tree Management maintains a comprehensive employee development and training program designed to promote technical proficiency, operational safety, and long-term career advancement within the urban forestry industry. Our objective is to equip employees with the specialized knowledge and hands-on field experience necessary to advance into higher levels of responsibility while continuously improving operational efficiency and service quality. By investing in workforce development at every level, we strengthen overall performance and deliver safer, more consistent results for our municipal and public agency clients.

Our training program is structured around three core areas: technical instruction, safety education, and practical field application. All new employees participate in a robust onboarding and field training program that emphasizes safe work practices, proper equipment operation, industry standards, and professional tree care techniques. Mariposa Tree Management currently employs multiple Line Clearance Certified personnel, and all field employees maintain current CPR, First Aid, and EHAP certifications.

In addition to new-hire training, our supervisory staff conducts ongoing field and classroom instruction throughout the year. These sessions focus on the development and evaluation of foremen and crews in areas such as aerial lift and climbing operations, equipment use and maintenance, traffic control, pruning standards, vegetation management practices, pesticide and fertilizer applications, emergency response procedures, and jobsite safety compliance. This continuous training model ensures our personnel remain current with evolving industry standards, regulatory requirements, and municipal service expectations.

Unique Experience

Mariposa Tree Management brings a distinctly elevated level of expertise to our clients through our commitment to cross-training and versatile field experience. Unlike many tree care providers, every bucket operator within our organization is also a trained tree climber–providing dual proficiency that allows for seamless adaptability across a wide range of terrain, access constraints, and field conditions. This cross-training philosophy enhances operational flexibility, improves crew efficiency, and strengthens job site safety performance.

This specialized training model directly supports the level of performance required in demanding environments such as prestigious country clubs, Disneyland, and the LA Zoo, where precision, safety, and aesthetic sensitivity are essential. By consistently reinforcing cross-training, field versatility, and advanced operational standards, our program ensures crews are fully prepared to adapt to a wide range of site conditions and service requirements. The depth and structure of this training directly translate into field performance, allowing Mariposa Tree Management to maintain a consistently high standard of care across all assignments. As a result, we are able to effectively support complex municipal systems such as those to all of our clients – from expansive open spaces and golf course environments to urban interface zones–while maintaining safety, efficiency, and quality at every site.

Core Training Modules

Category	Training Topics
Equipment Safety & Operations	Chipper safety and operation; Chain saw safety and operation; Aerial lift safety and operations; Loader safety and operations; Safe small equipment operations
Arboricultural Practices	Pruning techniques; Planting techniques
Traffic & Site Safety	Traffic control safety and techniques; Safe driving tactics
Chemical Applications	Fertilizer use and application; Herbicides, fungicides, insecticides (safe handling and application)
Emergency Response	Aerial rescue; Emergency situations response; Arboricultural injuries response and mitigation
General Safety Culture	Jobsite hazard recognition; PPE compliance; Crew communication and situational awareness



Company Profile & Organization

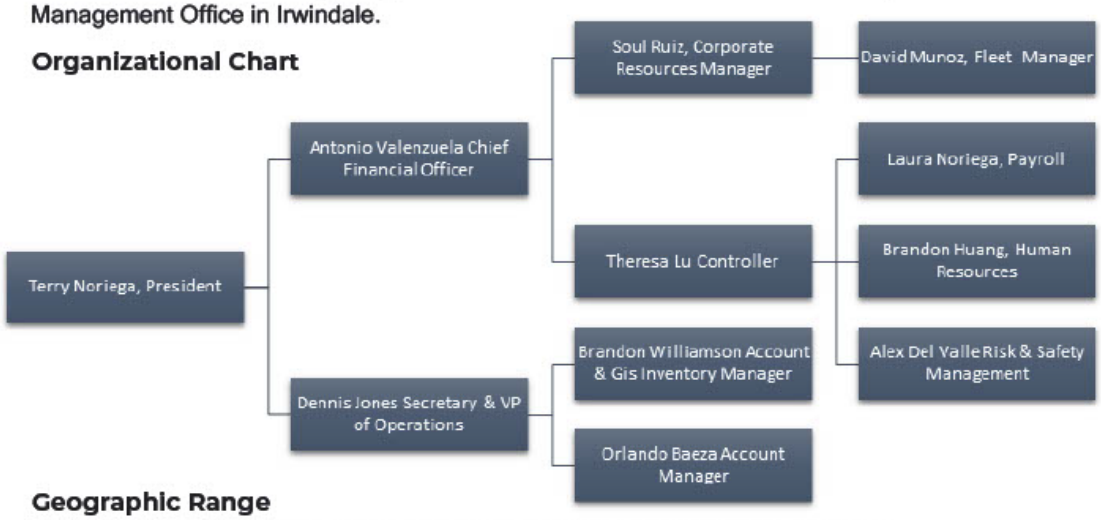
Principal Parties

Mariposa Tree Management is owned by Terry Noriega.

The company is governed by three principal parties: Terry Noriega (President), Dennis Jones (Secretary & Vice President of Operations), Antonio Valenzuela (Chief Financial Officer).

The principal point of contact for this project will be Dennis Jones. He can be reached at 626-890-0164 and dennis@mariposa-ca.com. He works out of the main Mariposa Tree Management Office in Irwindale.

Organizational Chart



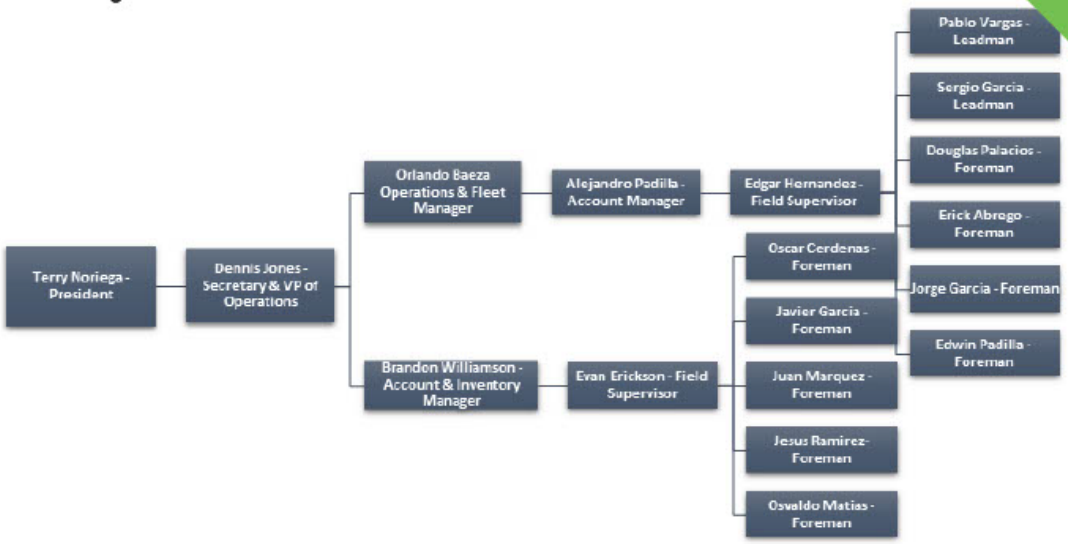
Geographic Range

Mariposa Tree Management maintains operational offices and equipment yards strategically positioned throughout Southern California to support rapid response, efficient deployment, and consistent service delivery across a wide geographic region. Our primary service area is centered within the greater Los Angeles Basin, where we actively support municipal urban forestry programs and public agency contracts. From this core operating region, our crews regularly perform work throughout Southern California, including Los Angeles, Orange, Ventura, Riverside, San Bernardino, and San Diego Counties.

In addition to our Southern California operations, Mariposa Tree Management maintains the capability to mobilize crews and equipment statewide, with experience supporting projects extending into Central California and Northern California. This geographic flexibility allows us to efficiently respond to large-scale urban forestry initiatives, emergency response events, storm operations, and specialized vegetation management projects throughout California while maintaining the operational oversight and service consistency expected by our municipal clients.

Operations Team Organization

Organizational Chart



Office Locations

The Mariposa operational office in Irwindale will have primary responsibility for managing this account. The location of the corporate office and operational offices and work yards are listed below.

Corporate Office

- 6232 Santos Diaz Street, Irwindale, Ca 91702
- Phone: (626) 960-0196 / Fax: (626) 960-8477

Operational Office & Work Yard

- 4790 East Los Angeles Avenue, Somis California 93066
- Phone: (805) 386-4140

Operational Office & Work Yard

- 1107 East Walnut Avenue, Santa Ana California 92701
- Phone: (714) 352-2297

Main Operational Office & Work Yard

- 15529 Arrow Highway, Irwindale California 91706
- Phone: (626) 960-0397

Operational Office & Work Yard

- 11093 Almond Avenue, Fontana California 92337
- Phone: (909) 429-2546

Operational Office & Work Yard

- 1650 West 130th Street, Gardena California
- Phone: (626) 960-0196



Company Background

History

For more than 40 years, Mariposa Tree Management has provided cities and counties throughout Southern California with expert tree care. Our company has more than 50 highly-trained and qualifi ed personnel, 40 of whom are certified tree care employees.

Mariposa Tree Management **began in 1977** as part of Mariposa Landscapes. The firm began by performing custom residential and small commercial landscape maintenance and installations. After five years of growth, Mariposa expanded into public works maintenance operations. In the 1980s, we officially launched a public works installation department and a tree division. In 1989 we expanded again and created our tree division.

We expanded our tree division and consolidated our certified arborists into the newly incorporated, "Mariposa Tree Management". Our company provides tree maintenance services for a variety of municipal clients and commercial developments, providing all types of tree care, from installation to maintenance to removal. See our services provided section of this proposal for more about our breadth of services.

Throughout the years, Mariposa Tree Management ownership has remained the same. We do not hold a controlling or financial interest in any other organization and are not owned by any other person or organization.

Financial Condition

Mariposa Tree Management has been capable of **meeting all financial obligations** for more than 40 years. Our company has experienced continued growth and its parent company, Mariposa Landscapes, has shown continued expansion by opening locations in Santa Ana, Somis, and Palm Desert. We have not in the past and are not currently filing for bankruptcy. We do not have any pending litigation. Our offices are open and operating at full capacity. We do not have any pending mergers.

Specialized Tree Care

Mariposa Tree Management is set apart from the competition by **providing comprehensive consulting services** in addition to expert tree care. Our ability to provide such excellent service is due to our crews of highly-trained, safety-oriented, certified arborists and tree workers. Our staff receives the latest training in arboriculture methods, techniques, and software systems.

Our specialized consulting services include the following: Urban Forest Management Planning, Tree Evaluations, Inventory Management, Risk Assessments, Hazard Reports, Tree Appraisals, and Insect and Disease Control Recommendations.

Our clients trust us with their most valued trees and stands of urban forest. See our project approach & methodology section of this proposal for more information about our specialized operational processes and the difference they make for our clients.



Geographic Coverage

Our base in Irwindale, California provides a central location for servicing Los Angeles, Orange, Riverside, San Bernardino, and Ventura counties. From the Glendale, Arizona offices of Mariposa Landscapes, we also serve all of Maricopa County.

Equipment & Fleet

Mariposa Tree Management maintains a state-of-the-art fleet of vehicles and tree trimming equipment. In addition to numerous chainsaws and other small pieces of equipment, the following pages contain a list of our major vehicles and large equipment.

Equipment Breakdowns

We have a fleet maintenance division that is responsible for the care of all vehicles in our fleet. In the case of breakdowns, we have a mobile mechanic equipped with a vehicle outfitted with the tools and equipment to perform immediate repairs in order to keep our crews working with minimal downtimes. In the case of a catastrophic equipment breakdown where our in-house mechanics are unable to perform an on-site repair, we contract for roadside assistance to all our vehicles, which provides tow services to our preferred certified repair shop.

Emission Control Plan

The majority of the Mariposa Tree Management vehicle fleet and equipment is powered by environmentally-friendly sources. We are an eco-conscience company and use every operations expansion to incorporate green practices as much as possible. Mariposa works with all its clients to assure optimum water usage in their forests. We are also committed to continuing to improve on our transition to new eco-friendly equipment as technology improves. We are also diligent in our fleet maintenance in order to ensure that our older equipment is kept at optimal conditions. Doing so dramatically reduces their emissions and their impact on the environment.

Inspections and Certifications

All our vehicles and equipment are inspected according to industry best practices. Aerial lift truck inspections and other registrations have been attached at the end of this Document.

Equipment Availability

AERIAL LIFT TRUCKS (12)

A-617 - 2019 Freightliner M2106
A-618 - 2019 Freightliner M2106
A-549 - 2018 Freightliner M2106
A-567 - 2018 Freightliner M2106
A-480 - 2015 Ford F-750
A-481 - 2015 Ford F-750
A-462 - 2013 Ford F750
A-426 - 2012 Ford Bucket Truck
A-355 - 2011 Ford Bucket Truck
A-315 - 2008 International Bucket Truck
A-668 - 2020 Freightliner M2107
A-668 - 2020 Freightliner M2106





ROLL-OFF TRUCKS WITH CONTAINER (4)

A-632 - 2019 Peterbilt 348
A-430 - Freightliner 114SD
A-265 - 2007 Freightliner CL120 Roll Off
A-661 - 2020 Freightliner 114SD



UTILITY DUMP TRUCKS (9)

A-595 - 2018 Isuzu NRR
A-581 - 2018 Freightliner M2106
A-585 - 2018 Freightliner M2106
A-566 - 2017 Isuzu NRR
A-471 - 2015 Ford F-750 Chipper Dump
A-472 - 2015 Ford F-750 Chipper Dump
A-479 - 2015 Ford CHIPPER DUMP F-750
A-371 - 2012 Isuzu NPR Crew Dump
A-375 - 2011 Ford F-750 Chipper Dump



ARTICULATING WHEEL & SKID STEER LOADERS (4)

HE-107 - 2019 Caterpillar 908M
HE-83 - 2015 Caterpillar 908H2
HE-53 - 2007 Bobcat S220 Turbo
HE-46 - 2006 Bobcat S220 Turbo



STUMP CUTTERS (3)

HE-92 - 2017 Vermeer SC852
M-316 Honda 337-13H
E-39 - 2007 Carlton7500



CHIPPERS (9)

E-68 - 2018 Vermeer BC1500
E-69 - 2018 Vermeer BC1800XL
E-67 - 2017 Vermeer BC1500
E-64 - 2015 Vermeer BC1800XL
E-65 - 2015 Vermeer BC1800XL
E-62 - 2014 Vermeer BC1800XL
E-56 - 2013 Vermeer BC1800XL
E-57 - 2013 Vermeer BC1800XL
E-49 - 2011 Vermeer BC1800XL



CREW TRUCKS & VEHICLES (13)

A-653 - 2019 Chevrolet Silverado 2500HD
A-539 - 2017 Chevrolet 2500HD Four-Door Pick Up
A-475 - 2014 Chevrolet 3/4 Ton Stake-Extra Cab
A-477 - 2015 Chevrolet 3/4 Ton Double Cab
A-478 - 2015 Chevrolet 3/4 Ton Double Cab
A-488 - 2015 Chevrolet 3/4 Ton Double Cab
A-464 - 2014 Chevrolet 3/4 Ton Extra Cab
A-374 - 2012 Chevrolet 3/4 Ton Extra Cab
A-344 - 2011 Chevrolet 3/4 Ton Extra Cab
A-652 - 2020 Toyota Tacoma
A-655 - 2020 Toyota Tacoma
A-535 - 2017 Toyota Prius
A-411 - 2013 Toyota Prius



Statements & Acknowledgments

Subcontractors

Mariposa does not intend to utilize subcontractors for this project at this time.

Statement of Independence

Mariposa Tree Management is an independent company. We hold no controlling or financial interest in any other organization and are not owned by any other person or organization. We have no scope conflict with regard to any other work performed for the City of Pomona.

Exceptions to RFP and General Contract Terms

Mariposa Tree Management has reviewed the RFP and General Contract Terms in their entirety. At this time, Mariposa takes no exceptions to the RFP or General Contract Terms.

Licenses and Certifications

Company Details

President: Terry Noriega

California Corporation: C4311511

California Employer ID: 123-5513-7

Date of Incorporation: December 17, 2019

Accreditation

Mariposa Landscapes received accreditation from the **Tree Care Industry Association** (TCIA) in 2012, becoming one of the few accredited tree care companies in California. In 2020, the accreditation was transferred to Mariposa Tree Management. This accreditation involves a thorough audit process of procedures in the following areas:

1.Consumer Satisfaction

2.Best Business Practices

3.Business Ethics

4.Employee Training

5.Safety

6.Quality

7.Industry Standards

8.Arborist Certification

9.Insurance Coverage

10. Work Estimates and Specification

Licenses, Certifications & Professional Qualifications

Category	License / Certification
Contractor Licensing	California Contractor State License No. 1061455 – Classifications: A, C-27, C-31, C-49, C-61/D49
Qualified Applicator License	License No. 103864 – Categories: A, B, C, D, E, F, H
Pest Control Advisor	License No. 74416 – Categories: A, B, C, D, E, G
Pest Control Business License	License No. 30977
LA County Agricultural Pest Control	License No. 1000279
ISA Certifications	ISA Certified Arborists
	ISA Tree Risk Assessment Qualified (TRAQ) Arborists
	ISA Certified Arborist Municipal Specialists
	ISA Certified Arborist Utility Specialists
	ISA Certified Tree Workers
Safety Certifications	Certified Treecare Safety Professionals (CTSP)
Specialized Qualifications	Prescription Pruning Qualified Arborists
DIR Registration	DIR Registration No. 1000551767
Supplier Diversity Certification	Supplier Clearinghouse MBE Certification No. 20000326
Local Business Certification	Los Angeles County LBE (LABAVN) No. 106243
Business License	Irwindale Business License No. 000538

Minority Business Enterprise

Mariposa Tree Management is proud to be certified as a **Minority Business Enterprise** with the City of Los Angeles as of April 16, 2020 (MBE Certifi cation #20000326, expiring April 20, 2025). The Women and Minority Business Enterprise Clearing House has audited and verifi ed our eligibility as an MBE pursuant to the California Public Utilities Commission General Order 156. Our EEO/Affirmative Action Plan is currently approved by the Offi ce of Contract Compliance pursuant to Los Angeles Administrative Code Section 10.8 et seq and is on file with this office. This plan will expire in 2021. The County of Los Angeles Office of Affirmative Action Compliance has certifi ed Mariposa Tree Management as an eligible participant in the county of Los Angeles Local Business Enterprise (LBE) Program and has a registration date of April 1, 2020.

Project Approach

Understanding of Scope

Mariposa Tree Management has reviewed the City of Pomona's RFP in its entirety, including the 22 service categories, Attachment C (current grid cycles), Attachment D (proposed grid cycles), and the Phillips Ranch Assessment District requirements. We understand that the City intends to award a 3-year contract (with two optional one-year extensions) beginning July 1, 2026, with services organized under Level A pricing and an alternate Level B structure based on funding availability.

The scope encompasses approximately 35,000+ trees across multiple management tiers: street trees on a 5-year grid cycle (15,534 trees), park trees on a 3-year cycle (2,347 trees), Chinese Elms on a 2-year cycle (1,322 trees), palms on a 2-year cycle (4,114 trees), Phillips Ranch Assessment District on an extended cycle (11,559 trees), and VPD trees on a 3-year cycle (188 trees). Emergency response on a 24/7 basis, GPS inventory management, and Arborist services are ongoing components.

Annual Pruning Program — Grid Cycle Approach

Mariposa will implement a district-based operational structure aligned with Attachments C and D. Upon contract award, we will review the City's existing GPS inventory data and develop annual and monthly production schedules allocating labor resources across maintenance zones. All pruning will comply with ANSI A300 standards and ISA Best Management Practices, with ISA full trim (structural pruning, crown raising, crown cleaning) as the standard.

- Street Trees (5-year cycle): Approximately 3,107 trees per year, progressing through grid districts
- Park Trees (3-year cycle): Approximately 783 trees per year under Level A
- Chinese Elms (2-year cycle): 661 trees per year, North/South alternating
- Palms (2-year cycle): 2,057+ per year, boom/bucket truck required — no climbing spurs on palms
- Phillips Ranch (10-year cycle under Level A): 1,156 trees per year, prioritizing fuel mod first 100 feet from structures, then ROW trees, then paseo trees
- VPD Trees (3-year cycle): Approximately 63 trees per year

Phillips Ranch Assessment District — Prioritization Plan

Mariposa recognizes that Phillips Ranch has limited funding and an extended trim cycle. Our prioritization sequence will be:

1 Fuel Modification Zone — all trees within the first 100 feet from structures
2. Right-of-way trees with safety and clearance concerns
3. Paseo and common area trees

We will submit a formal written grid cycle plan for Phillips Ranch within 30 days of contract award for City approval.

Project Approach

GPS Tree Inventory — Software and 240-Day Update Plan

Mariposa Tree Management will utilize TreeKeeper, an industry-leading GPS/GIS urban forest management platform compatible with ESRI ArcView/ArcGIS. TreeKeeper supports cloud-based inventory management, work order tracking, and the generation of ESRI-compatible shapefiles meeting the City's GIS requirements.

240-Day Citywide Inventory Update Plan

- Integrate previous inventory data into our software program developed specifically for the city
- Deploy Inventory Technicians to review and update all tree sites, adding new tree sites as needed
- All inventory will use the City's standardized addressing system
- Minimum GPS accuracy: 1 meter or better
- ESRI ArcView/ArcGIS-compatible shapefile delivered in both digital and flash drive formats
- Newly planted trees added to inventory at no additional charge throughout the contract term
- City staff training included in scope

Emergency Response

Mariposa maintains a 24/7 emergency response capability. Upon contract award, we will provide the City with a 24-hour emergency phone number and a minimum of ten (10) contact personnel. Emergency response will begin within two (2) hours of initial notification, consistent with the RFP requirement. Emergency crews will include all required traffic control per ATSSA/MUTCD standards.

Out-of-Cycle and Extraordinary Services

We understand the City anticipates 30+ out-of-cycle callouts per month. Our out-of-cycle pricing reflects our standard trimming rates and is structured to remain consistent with the cycle/grid pricing, as required by the RFP. Work will be performed within one week of City notification for aesthetic or clearance requests.

Resident Notification Protocol

- Door hangers delivered to affected residents at least 48 hours prior to work
- City-approved 'No Parking' signs posted 24 hours prior to work
- English-speaking, ISA-certified site supervisor on-site at all times

Project Approach

Work Quality Commitment

- All pruning per ANSI A300 / ISA Pruning Standards and Best Management Practices
- No heading cuts, topping, or flush cuts — ever
- All cuts under 2 inches made with handsaws (no chainsaw)
- Diseased tools disinfected with 30% chlorine bleach solution after each cut
- All debris removed from work site daily — no overnight debris on public ROW
- Stump grinding to minimum 24 inches below grade; all holes backfilled same day

Arborist Services

Six Arborist reports per year are included in the contract at no additional charge, as specified by the RFP. Reports above six will be billed at the hourly rate submitted in the pricing proposal, with written City approval required. All reports will be prepared by ISA Certified Arborists with TRAQ credentials.

Value-Added Services

- TreePlotter GPS inventory platform — online access for City staff included at no additional charge
- Cross-trained crews (every bucket operator is also a trained tree climber) for maximum adaptability
- Electric chainsaws (pruning-size) and electric blowers available on request — reduced noise, aligns with CA environmental direction
- Mobile mechanic on call for equipment breakdowns — minimizes crew downtime
- Greenwaste recycling reports provided monthly per CA AB 939 compliance

Project Schedule

Schedule Manager

Dennis Jones, Secretary & Vice President of Operations, will be responsible for managing the overall project schedule and assuring schedule compliance throughout the contract term. Brandon Williamson will serve as backup schedule coordinator and will manage day-to-day work order sequencing and crew deployment.

Key Milestones

Milestone	Description	Target Date
Contract Award	Notice of award received; emergency contact list submitted to City	July 1, 2026
Mobilization	Equipment, crews, and management personnel mobilized; work yard secured near Pomona	Week 1
Inventory Review	Review and import City's existing GPS inventory data into TreePlotter; meet with City staff	Weeks 1–2
240-Day Plan Submission	Submit detailed citywide GPS inventory update plan to City for approval	Week 4
Phillips Ranch Plan	Submit formal written grid cycle plan for Phillips Ranch Assessment District	Week 4 (30 days post-award)
Pruning Cycle Kickoff	Begin grid pruning operations per approved schedule (Attachments C & D)	Week 3–4
Inventory Update — Phase 1	Complete GPS inventory update for first priority zones	Day 120
Inventory Update — Complete	Full citywide inventory update delivered (hard copy, digital, flash drive)	Day 240
City Staff Training	TreePlotter training for designated City staff	Day 60–90

Resource Allocation

Mariposa Tree Management will dedicate the personnel and equipment necessary to efficiently perform all contracted services. Resources will be scaled based on workload, seasonal demands, and City priorities.

Job Classification	Typical Allocation
ISA Certified Arborist / Project Manager	1
Field Supervisor	1
Tree Maintenance Crews	1–3 Crews
TRAQ Qualified Arborist	As Needed
Inventory / GIS Support	As Needed

Resources will be allocated across routine tree maintenance, tree removals, inspections, risk assessments, emergency response, and inventory management to ensure timely and consistent service delivery throughout the contract term.

Why Mariposa?

Unique Service

Providing tree management services to municipal clients like the County of Los Angeles and the cities of Burbank, Pasadena, San Marino, Thousand Oaks and Palmdale takes **significant experience.**

We succeed for these clients by providing a unique service: The power of a massive landscape company with the care of a specialized arborist.

Big Arborist Power

- Inventory management software
- Cooperative purchasing & contract piggybacking
- State-of-the art equipment
- Deep roster of crewmembers

Small Arborist Service

- Personal relationships
- 24/7 responsiveness
- Expert & specialized certifications
- Competitive pricing
- Client-specific tree care



Client Success

For more than 30 years, Mariposa Tree Management has provided cities and counties throughout Southern California with expert tree care. Our company has more than 50 highly-trained and qualified personnel, 40 of whom are certified tree care employees. See Proposed Staffing Section for more details on our company and team of experts.

Founded in 1977 as Mariposa Landscapes, our tree division, Mariposa Tree Management, was spun-off in 2019 to provide the specialized urban forestry services our clients value. Since its start, our tree division has completed more than 1,000 contracts ranging in value from $500 to $2.5 million.

Over the past three years, Mariposa Tree Management supervisors and crews have provided tree management for numerous municipalities and businesses, including the cities of San Marino, Moorpark, Los Angeles, Burbank, and Palmdale. We have also worked with the counties of Los Angeles, San Bernardino, and Ventura. Our staff provided effi client service and excellent attention-to-detail for all aspects of these contracts, including coordinating with city officials, generating work orders, managing inventories, completing tree work operations, and processing records for accounting.

While as a division of Mariposa Landscapes, our supervisors and crews have also successfully completed significantly-sized, complex contracts with Palm Springs, Pasadena, Los Angeles County, and Caltrans. These contracts included every aspect of urban forestry operations, including customer service, account management, inventory management, trimming, pruning, removals, planting, and Arboricultural consultations.



ACKNOWLEDGEMENT AND SIGNATURE OF AUTHORIZATION

CITYWIDE TREE MAINTENANCE AND EMERGENCY RESPONSE SERVICES
RFP No: 2026.17

I Dennis Jones (Full Printed Name), Secretary & Vice President of Operations (Title) have read and understand the RFP document, and I am duly authorized to commit my company to sell/perform the products/services described herein. I understand by signing this RFP I am not obligating the City to make this procurement, nor am I signing a contract to sell/perform this product/service. ***By signing this document I agree to comply with all specifications, scope of services, requirements, terms and conditions described herein, unless specifically noted.*** This RFP is firm for 180 days from the due date identified on the cover page of this RFP.

Authorized Representative:

Dennis Jones, Secretary & Vice President of Operations 6/9/26

Signature **Date**

CITY OF POMONA MINORITY BUSINESS QUESTIONNAIRE

Name of Business: Mariposa Tree Management Inc.

Division or Subsidiary, if applicable: N/A

Business Address: 6232 Santos Diaz St. Irwindale California 91702

Business Telephone No.: 626-960-0196

Contact Person: Dennis Jones

Title: Secretary & Vice President of Operations

Type of Business:

Non Profit	[ ]
Sole Proprietorship	[ ]
Partnership – General	[ ]
– Limited	[ ]
– Corporation	[x]

Is the business 51% or more owned by:

American Indian	[ ]
Asian	[ ]
Black	[ ]
Hispanic	[x]
Female	[ ]
Other_____ (please specify)	[ ]

Prepared By: Dennis Jones

Title: Secretary & Vice President of Operations

Date: 6/9/26

For more information, please contact the City of Pomona Purchasing Division (909) 620-2381.

CITY OF POMONA STATEMENT OF NON-COLLUSION BY CONTRACTOR

The undersigned who submits herewith to the City of Pomona a Bid or proposal does hereby certify that:

a. All statements of fact in such bid or proposal are true;

b. Such bid or proposal was not made in the interest of or on behalf of any undisclosed person, partnership, company, association, organization or corporation;

c. Such bid or proposal is genuine and not collusive or sham;

d. Bidder has not, directly or indirectly by agreement, communication or conference with anyone, attempted to induce action prejudicial to the interest of the City of Pomona or of any other bidder or anyone else interested in the proposed procurement;

e. Bidder did not, directly or indirectly, collude, conspire, connive or agree with anyone else that said bidder or anyone else would submit a false or sham bid or proposal, or that anyone should refrain from bidding or withdraw his bid or proposal;

f. Bidder did not, in any manner, directly or indirectly seek by agreement, communication or conference with anyone to raise or fix the bid or proposal price of said bidder or of anyone else, or to raise or fix any overhead, profit or cost element of his bid or proposal price, or that of anyone else;

g. Bidder did not, directly or indirectly, submit his bid or proposal price or any breakdown thereof, or the contents thereof, or divulge information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member agent thereof, or to any individual or group of individuals, except to the City of Pomona, or to any person or persons who have a partnership or other financial interest with said bidder in his business.

h. No officer or principal of the undersigned firm is employed or has been employed, either full or part time, by the City of Pomona, either currently or within the last two (2) years, or is related to any officer or employee of the City by blood or marriage within the third degree. An exception to this section may be granted by approval of the City Council prior to contract award.

i. No officer or principal of the undersigned firm nor any subcontractor to be engaged by the principal has been convicted by a court of competent jurisdiction of any charge of fraud, bribery, collusion, conspiracy or any other act in violation of any state or federal antitrust law in connection with the bidding on, award of, or performance of, any public work contract, with any public entity, within the last three years.

j. Bidder did not provide, directly or indirectly to any officer or employee of the City of Pomona any gratuity, entertainment, meals, or anything of value, whatsoever, which could be construed as intending to invoke any form of reciprocation or favorable treatment.

k. In accordance with Sec. 1204. - Illegal Interest in Contracts, no member of the Council or other officer or department head of the City shall have any financial interest in any contract, sale or transaction to which the City is a party if having such interest constitutes a violation of the State law pertaining to interest in contracts. Any such person having any such prohibited interest shall be guilty of a misdemeanor, and upon conviction thereof, in addition to such penalties as may be imposed by the court, such person shall forfeit his office. Any contract, sale or transaction in which there shall be any such prohibited interest shall become void at the option of the City when so declared by resolution of the Council.

l. In accordance with Sec. 2-971 Conflict of interest (Ord. No. 4107, § 1, 9-8-2008; Ord. No. 4145, § 1, 7-11-2011):

1) No officer or employee of the City of Pomona may contract with any person related to any officer or employee of the City by blood or marriage for materials, supplies, services and equipment unless the purchase is by competitive bid and the person so related submits the lowest responsible bid therein. No officer or principal of the supplier, nor any subcontractor may be employed or have been employed, either full or part time, by the City of Pomona either currently or within the last two years. An exception to this section may be granted by approval of the City Council. All successful construction or service bidders must sign and adhere to the City's statement of non-collusion
2) Any unauthorized contact by the bidder during the bid or proposal process with an official or city employee, other than those shown on the RFP or bid, the Finance Director, or Purchasing Manager, shall cause the bidder to be immediately disqualified from consideration of award.
3) City employees and officials shall be prohibited from engaging in and/or awarding procurements when:
    a. Having a financial or personal beneficial interest (directly or indirectly) in any contract or purchase order for materials, supplies, equipment, services, or projects furnished to the City.
    b. Using information available to officials and employees, solely because of their City position, for personal profit, gain or advantage.
    c. Directly or indirectly furnishing or withholding services or information not available to all prospective bidders, or who may reasonably be expected to bid on, a contract with the City.
    d. Using a position or status in the City to solicit (directly or indirectly) business of any kind; or to purchase products at special discounts or upon special concessions for personal private use from any person or Consultant who sells or solicits sales to the City.
    e. Serving the interest of any organization which transacts or attempts to transact business with the City for profit when such employee holds a City position of review or control over such business transactions.

I certify, under penalty of perjury under the laws of the State of California, that the foregoing is true and correct and that this certification was executed on 6/9/26 (Date) at Irwindale (Location), California.

Business: Mariposa Tree Management Inc. By: _____ (Signature)

Address: 6232 Santos Diaz St. Irwindale California 91702 Dennis Jones, Secretary & Vice President of Operations (Print Name & Title)

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 Los Angeles)

On 6-9-26 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

personally appeared Dennis Jones,
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.

TIMOTHY CHANG
COMM. #2491150
Notary Public - California
Los Angeles County
My Comm. Expires May 25, 2028

NRO1 NRO1

Signature _____ **(Seal)**

CITY OF POMONA AGREEMENT FOR INDEMNIFICATION BY CONTRACTOR AND ACCEPTANCE AND ACKNOWLEDGMENT OF PROCUREMENT PRACTICES OF THE CITY OF POMONA

The City of Pomona requires contractors and suppliers of services to the City to agree to indemnify and hold the City of Pomona harmless for claims or losses arising from, or in connection with, the contracting party's work for the City of Pomona before a Purchase Order is issued.

To reduce the possibility of misunderstanding between contracting parties and the City in case of a claim or lawsuit, the City of Pomona is requiring that contacting parties who perform services for the City sign this letter. This letter will act as and become a part of each Contract/Purchase Order between the City of Pomona and the contracting parties signing the letter for the duration of the contract term and any extensions thereto.

In consideration of the opportunity of doing work for the City of Pomona and benefits to be received thereby, the contracting party to this agreement agrees as follows:

1. That where a contract, purchase order or confirming order is issued by the City of Pomona awarding a contract, this Letter Agreement is to be considered part of that contract.
2. Contractor agrees to indemnify the City of Pomona, and any officer, employee or agent, and hold the City of Pomona, and any officer, employee or agent, thereof harmless from any and all claims, liabilities, obligations and causes of action, of whatsoever kind or nature, for injury to, or death of, any person (including officers, employees and agents of the City of Pomona), and for injury or damage to or destruction of property (including property of the City of Pomona), resulting from any and all actions or omissions of contractor or contractor's employees, agents or invitees, or any subcontractor of contractor or any of such subcontractor's employees, agents or invitees.
3. That the contracting party specifically waives the benefits and protection of Labor Code Section 3864 which provides: "If an action, as provided in this chapter, is prosecuted by the employee, the employer, or both jointly against the third person results in judgment against such third person or settlement by such third person, the employer shall have no liability to reimburse or hold such third person harmless on such judgment or settlement in the absence of a written agreement so to be executed prior to the injury." This waiver will apply to the contracting party to this letter to any contracts awarded by the City of Pomona during the term of this Agreement and any extensions thereto.
4. That this Agreement has been signed by an authorized representative of the contracting party, and such representative has the authority to bind the contractor to all terms and conditions of this Agreement.
5. That this Agreement shall be binding upon the successors and assignees of the contracting party to any contract with the City of Pomona. As a condition precedent to acceptance, any contacts from the City of Pomona and contracting party agree to advise its successors or assignees of this Agreement and to obtain their consent to it in writing before the work of the representative successor or assignees begins. Such assignment shall not be effective without the prior written consent of the City of Pomona.
6. To promptly notify the City of Pomona of any change in ownership of the contracting party while this Agreement is in force.

This letter Agreement cannot be modified or changed without the express written consent of the City of Attorney of the City of Pomona.

I agree to the terms of this Letter Agreement on behalf of:

Business: Mariposa Tree Management Inc.

By: _____
(Signature)

Address: 6232 Santos Diaz St. Irwindale California 91702

Dennis Jones, Secretary & Vice President of Operations
(Print Name & Title)

Date: 6/9/26

EXCEPTIONS TO RFP AND GENERAL CONTRACT TERMS
CITYWIDE TREE MAINTENANCE AND EMERGENCY RESPONSE SERVICES
RFP No: 2026.17

CONTRACTOR/VENDOR NAME Mariposa Tree Management Inc.

ADDRESS 6232 Santos Diaz St. Irwindale California 91702

TELEPHONE# ( ) 626-960-0196 FAX # ( ) 626-960-8477

EMAIL: dennis@mariposa-ca.com

I have reviewed the RFP and General Contract Terms in their entirety and have the following exceptions: (Please identify and list your exceptions by indicating RFP, the Section or Paragraph number, and Page number, as applicable. Be specific about your objections to content, language, or omissions. Add as many pages as required.)

Name of Authorized Representative Dennis Jones, Secretary & Vice President of Operations

Signature of Authorized Representative

Date 6/9/26

EXECUTIVE ORDER N-6-22 CERTIFICATION

Executive Order N-6-22 issued by Governor Gavin Newsom on March 4, 2022, directs all agencies and departments that are subject to the Governor's authority to (a) terminate any contracts with any individuals or entities that are determined to be a target of economic sanctions against Russia and Russian entities and individuals; and (b) refrain from entering into any new contracts with such individuals or entities while the aforementioned sanctions are in effect.

Executive Order N-6-22 also requires that any contractor that: (1) currently has a contract with the City of Pomona funded through grant funds provided by the State of California; and/or (2) submits a bid or proposal or otherwise proposes to or enter into or renew a contract with the City of Pomona with State of California grant funds, certify that the person is not the target of any economic sanctions against Russia and Russian entities and individuals.

The contractor hereby certifies, SUBJECT TO PENALTY FOR PERJURY, that a) the contractor is not a target of any economic sanctions against Russian and Russian entities and individuals as discussed in Executive Order N-6-22 and b) the person signing below is duly authorized to legally bind the Contractor. This certification is made under the laws of the State of California.

Signature: _____

Printed Name: Dennis Jones

Title: Secretary & Vice President of Operations

Firm Name: Mariposa Tree Management Inc.

Date: 6/9/26

BID GUARANTEE

BID BOND

[Note: Not required when other form of Bidder's Security, e.g. cash, certified check or cashier's check, accompanies Bid.]

The makers of this bond are, Mariposa Tree Management, Inc., as Principal, and Hartford Fire Insurance Company, as Surety and are held and firmly bound unto the City of Pomona, a municipal corporation, organized under the laws of the State of California, with its principal place of business at 505 South Garey Avenue, Pomona, California 91766, hereinafter called the City, in the penal sum of TEN PERCENT (10%) OF THE TOTAL BID PRICE of the Principal submitted to the City for the work described below, for the payment of which sum in lawful money of the United States, well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that whereas the Principal has submitted the accompanying bid dated June 10, 20 26, for **CITYWIDE TREE MAINTENANCE AND EMERGENCY RESPONSE SERVICES, RFP# 2026-17.**

If the Principal does not withdraw its Bid within the time specified in the Contract Documents; and if the Principal is awarded the Contract and provides all documents to the City as required by the Contract Documents; then this obligation shall be null and void. Otherwise, this bond will remain in full force and effect.

Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents shall affect its obligation under this bond, and Surety does hereby waive notice of any such changes.

In the event a lawsuit is brought upon this bond by the City and judgment is recovered, the Surety shall pay all litigation expenses incurred by the City in such suit, including reasonable attorneys' fees, court costs, expert witness fees and expenses.

IN WITNESS WHEREOF, the above-bound parties have executed this instrument under their several seals this 9th day of June, 20 26, the name and corporate seal of each corporation.

(Corporate Seal)

MARIPOSA TREE MANAGEMENT, INC. CORPORATE SEAL 08/26/2019 CALIFORNIA

Mariposa Tree Management, Inc.
Contractor/ Principal

By Dennis Jones

Title Secretary + VP of Operations

(Corporate Seal)

Hartford Fire Insurance Company
Surety

By Mary Smith
Attorney-in-Fact

(Attach Attorney-in-Fact Certificate)

Title MARY SMITH, Attorney in Fact

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 Los Angeles)

On June 9, 2026 before me, Albert Febres-Cordero, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared MARY SMITH
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
Signature of Notary Public

ALBERT FEBRES-CORDERO
COMMISSION #2501506
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires
OCTOBER 5, 2028

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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name:	Signer's Name:
☐ Corporate Officer — Title(s):	☐ Corporate Officer — Title(s):
☐ Partner — ☐ Limited ☐ General	☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact	☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator	☐ Trustee ☐ Guardian or Conservator
☐ Other:	☐ Other:
Signer Is Representing:	Signer Is Representing:

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POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IMA INC
Agency Code: 72-183250

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Steven L. Brockmeyer, Alberto Febres-Cordero, Clarice Lee, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Aree
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 9, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

Revised: July 31, 2024

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 Los Angeles)

On 6-9-26 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

personally appeared Dennis Jones,
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.

TIMOTHY CHANG
COMM. #2491150
Notary Public - California
Los Angeles County
My Comm. Expires May 25, 2028

NRO1 NRO1

Signature _____ (Seal)

Licenses and Certifications



STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

MARIPOSA TREE MANAGEMENT INC

License Number 1061455

D49 - TREE SERVICE
C27 - LANDSCAPING
A - GENERAL ENGINEERING
C51 - CONSTRUCTION ZONE TRAFFIC CONTROL

Issued December 17, 2019

Michael Mark, Board Chair

David R. Fogt, Registrar of Contractors



STATE OF CALIFORNIA

CONTRACTORS STATE LICENSE BOARD

MARIPOSA TREE MANAGEMENT INC

License Number 1061455

D49 - TREE AND PALM

Issued December 17, 2019

Michael Mark, Board Chair

David R. Fogt, Registrar of Contractors



SUPPLIER CLEARINGHOUSE
CERTIFICATE OF ELIGIBILITY

CERTIFICATION EXPIRATION DATE: April 7, 2026

Mariposa Tree Management Inc
Minority Business Enterprise (MBE)



Mariposa Tree Management
Irwindale, CA

Is accredited by the Tree Care Industry Association for:

- Adherence to ethical business practices
- Compliance with Industry Standards for safety and performance; and,
- Provision of quality service.

Mariposa Tree Management has maintained Accredited status in good standing since 12/13/2012.
This Accreditation certificate is valid thru 12/31/2027.

December 06, 2024
Date

Bob Eonse, SVP, Programs and Services



MOTOR CARRIER PERMIT

DEPARTMENT OF MOTOR VEHICLES
Registration Operations Division
P.O. BOX 932370 Sacramento, CA 94232-3700

Valid From: 08/01/2024 Valid Through: 07/31/2025

CA#: 0566733

MARIPOSA TREE MANAGEMENT INC
6232 SANTOS DIAZ STREET
IRWINDALE, CA 91702

Private
Full Year
Corporation

IMPORTANT REMINDERS



CALIFORNIA
AIR RESOURCES BOARD
Certificate of Reported Compliance With:
Advance Clean Fleets Regulation
Truck and Bus Regulation

Issued to: Mariposa Landscapes, Inc.

Printed on 2024-03-04
36 Vehicles

Licenses and Certifications



CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814

ISSUED: March 08, 2023
EXPIRES: December 31, 2024

Pest Control Business - Main
LICENSE
LICENSE NO. 45362

Mailing Address:
MARIPOSA TREE MANAGEMENT, INC.
6233 SANTOS DIAZ ST
IRWINDALE, CA 91702

Business Location:
MARIPOSA TREE MANAGEMENT, INC.
31529 ARROW HWY
IRWINDALE, CA 91706

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

PCA

AGRICULTURAL PEST CONTROL ADVISER LICENSE

LICENSE #: 74416
Categories: ABCDEG
EXPIRES: 12/31/2021
Issued: 1/1/2020

TERRY L NORIEGA
6232 SANTOS DIAS ST
IRWINDALE, CA 91702

This License must be shown to any representative of the Director or Commissioner upon request.



County of Los Angeles
No. 1000417

AGRICULTURAL PEST CONTROL REGISTRATION
For Calendar Year Ending December 31, 2019

Name: MARIPOSA LANDSCAPING, INC.
Address: 6232 SANTOS DIAS ST IRWINDALE CA 91706

THIS CERTIFIES that the above named individual or firm has been duly registered in accordance with Section 11732 of the California Food and Agricultural Code, and is entitled to engage for hire in the County of Los Angeles in the business of pest control of the types listed below:

X (A) Residential, Industrial and Institutional
X (B) Landscape Maintenance
X (C) Right-of-Way
X (D) Plant Agriculture
X (E) Forest
X (F) Aquatic
X (G) Regulatory
X (H) Seed Treatment
(I) Microbial Pest Control
(J) Animal Agriculture
(K) Demonstration and Research
(M) Health Related
(L) Wood Preservatives (Subcategory of A and C)
(M) Antifouling Paints or Coatings Containing Tributyltin (Subcategory of A)
(N) Sewer Line Root Control (Subcategory of A)
(O) Field Fumigation
(Q) Maintenance Gardener

TERRY L. NORIEGA
State Business License No. 329077

Agricultural Commissioner/ Director of Weights and Measures
County of Los Angeles
Date: December 31, 2019



DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL

QUALIFIED APPLICATOR LICENSE

LICENSE #: 103864
Categories: ABCDEFH
EXPIRES: 12/31/2021
Issued: 1/1/2020

TERRY L NORIEGA
6232 SANTOS DIAS ST
IRWINDALE, CA 91702

This License must be shown to any representative of the Director or Commissioner upon request.



THIS CERTIFICATE MUST BE POSTED AT PLACE OF BUSINESS

CITY OF LOS ANGELES TAX REGISTRATION CERTIFICATE
THIS CERTIFICATE IS GOOD UNTIL SUSPENDED OR CANCELLED

BUSINESS TAX
ISSUED: 4/6/2020

ACCOUNT NO.	FUND/CLASS	DESCRIPTION	STARTED	STATUS
0003185624-0001-0	L049	PROFESSIONS / OCCUPATIONS	1/1/2020	ACTIVE

ISSUED TO
MARIPOSA TREE MANAGEMENT, INC.
6232 SANTOS DIAZ ST
IRWINDALE CA 91702-3267

6232 SANTOS DIAZ STREET
IRWINDALE, CA 91702

ISSUED FOR TAX COMPLIANCE PURPOSES ONLY
NOT A LICENSE, PERMIT, OR LAND USE AUTHORIZATION

"No registration certificate or permit issued under the provisions of the Business Tax ordinances of the LAMC, or the payment of any tax required under the provisions of the Business Tax ordinances of the LAMC shall be construed as authorizing the conduct or continuance of any illegal business or of a legal business in an illegal manner."

ISSUED BY:
Clare Bartels
DIRECTOR OF FINANCE

NOTIFY THE OFFICE OF FINANCE IN WRITING OF ANY CHANGE IN OWNERSHIP OR ADDRESS - OFFICE OF FINANCE, P.O. BOX 53200, LOS ANGELES CA 90053-0200
IMPORTANT - READ REVERSE SIDE

Licenses and Certifications



The International Society of Arboriculture

Hereby Announces That

Dennis M. Jones

Has Earned the Credential

ISA Certified Arborist ®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Cathyn Pelikan
CEO & Executive Director

18 November 2020 — Issue Date
31 December 2024 — Expiration Date
WE-5704AM — Certification Number



The International Society of Arboriculture

Hereby Announces That

Dennis M. Jones

Has Earned the Credential

ISA Certified Arborist Utility Specialist®

By successfully meeting ISA Certified Arborist Utility Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Cathyn Pelikan
CEO & Executive Director

17 February 2021 — Issue Date
31 December 2024 — Expiration Date
WE-5704UM — Certification Number



The International Society of Arboriculture

Hereby Announces That

Dennis M. Jones

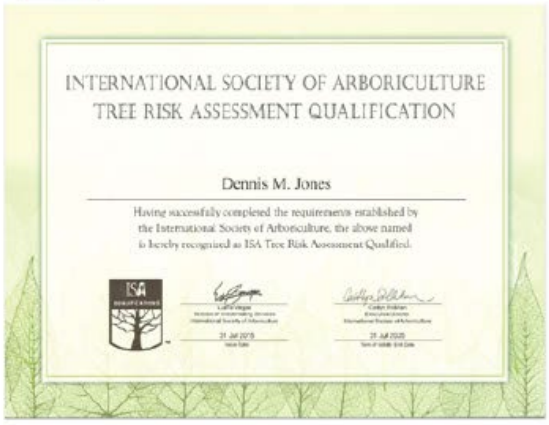
Has Earned the Credential

ISA Certified Arborist Municipal Specialist®

By successfully meeting ISA Certified Arborist Municipal Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

Cathyn Pelikan
CEO & Executive Director

19 April 2017 — Issue Date
31 December 2020 — Expiration Date
WE-5704AM — Certification Number



INTERNATIONAL SOCIETY OF ARBORICULTURE
TREE RISK ASSESSMENT QUALIFICATION

Dennis M. Jones

Having successfully completed the requirements established by the International Society of Arboriculture, the above named is hereby recognized as ISA Tree Risk Assessment Qualified.

31 Jul 2015 — Issue Date
31 Jul 2020 — Date of Initial / Last Exam



PRESCRIPTION PRUNING QUALIFICATION

Dennis Jones

Having successfully completed the Prescription Pruning Course and passed the examination, the above name is recognized as Prescription Pruning Qualified

Certificate awarded this 12th day of March 2025

Lori Ballard, Executive Director
Florida Chapter International Society of Arboriculture

ISA
FLORIDA CHAPTER



The American Society of Consulting Arborists

Certificate of Completion

presented to

Dennis Jones

in recognition of fulfillment of the graduation requirements

2018 ASCA Consulting Academy

May 31, 2018

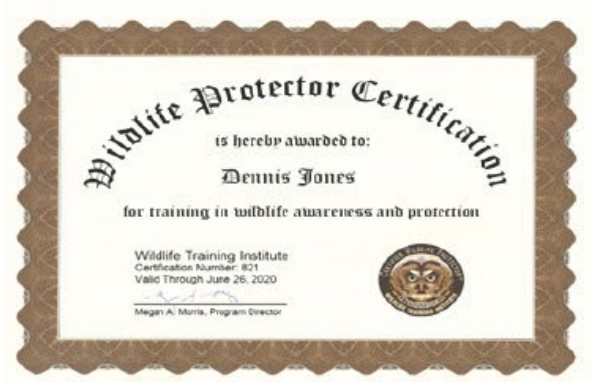
Jonathan Batchen, RCA #486
President

Beth W. Palys, FASAE, CAE
Executive Director

Licenses and Certifications













Licenses and Certifications



The International Society of Arboriculture

Hereby Announces That

Brandon James Williamson

Has Earned the Credential

ISA Certified Arborist®

By successfully meeting ISA Certified Arborist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



The International Society of Arboriculture

Hereby Announces That

Brandon James Williamson

Has Earned the Credential

ISA Tree Risk Assessment Qualification®

By successfully meeting ISA Tree Risk Assessment Qualification certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council



PRESCRIPTION PRUNING QUALIFICATION

Brandon Williamson

Having successfully completed the Prescription Pruning Course and passed the examination, the above name is recognized as Prescription Pruning Qualified

Certificate awarded this 12th day of March 2025

ISA FLORIDA CHAPTER



MT. HOOD COMMUNITY COLLEGE

The Board of Education of Mt. Hood Community College with the recommendation of the faculty and by virtue of the authority vested in them, hereby confer on

Brandon J. Williamson

Associate of Applied Science

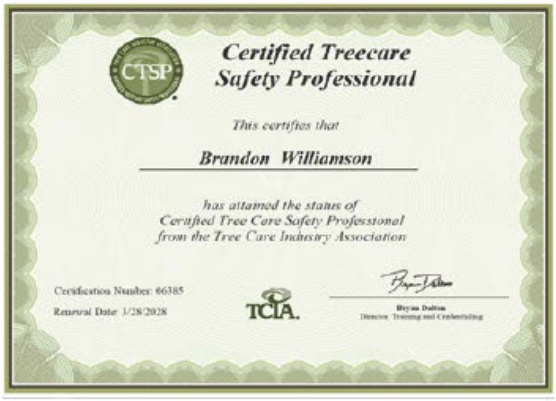
Natural Resource Technology: Forest Resources

with all honors, rights and privileges thereunto.

Given at Gresham, Oregon in the month of June, 2018.

Chairperson of the Board

President



CTSP

Certified Treecare Safety Professional

This certifies that

Brandon Williamson

has attained the status of Certified Tree Care Safety Professional from the Tree Care Industry Association

Certification Number: 66385

Renewal Date: 3/28/2028

TCIA

Bryan Dalton

Director, Training and Credentialing



SUMMIT TRAINING SOURCE

Congratulations!

Brandon Williamson

You have successfully completed the online OSHA course

Date of Completion: 12/20/2019

ONLINE OSHA 30 HR GENERAL INDUSTRY -

through Summit Training Source, Inc. with a final score of

75.00

As an OSHA Outreach trainer, I verify that I have conducted this OSHA Outreach training class in accordance with OSHA Outreach Training Program requirements. I will document this class in my OSHA Authorizing Training Organization. Upon successful review of my documentation, I will provide each student their completion card within 90 days of the end of the class.

OSHA Outreach Trainer: Scott Wallace

Licenses and Certifications


CREW LEADER QUALIFICATION
CERTIFICATE

This certifies that

Raul Aparicio, QCL

Qualified Crew Leader

QCL-324
Certificate Number


The International Society of Arboriculture

Hereby Announces That

Jesus Ramirez Hernandez

Has Earned the Credential

ISA Certified Tree Worker Climber Specialist®

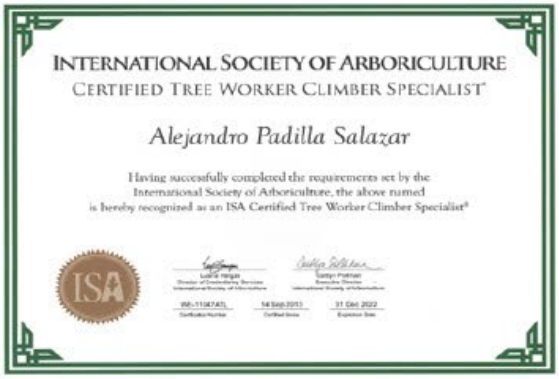
By successfully meeting ISA Certified Tree Worker Climber Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council


INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED ARBORIST®

Alejandro Padilla Salazar

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist®


INTERNATIONAL SOCIETY OF ARBORICULTURE

CERTIFIED TREE WORKER CLIMBER SPECIALIST®

Alejandro Padilla Salazar

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Tree Worker Climber Specialist®


The International Society of Arboriculture

Hereby Announces That

Edgar Hernandez Gomez

Has Earned the Credential

ISA Certified Tree Worker Climber Specialist®

By successfully meeting ISA Certified Tree Worker Climber Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council


The International Society of Arboriculture

Hereby Announces That

Javier Garcia Ramirez

Has Earned the Credential

ISA Certified Tree Worker Climber Specialist®

By successfully meeting ISA Certified Tree Worker Climber Specialist certification requirements through demonstrated attainment of relevant competencies as supported by the ISA Credentialing Council

MARIPOSA
TREE MANAGEMENT, INC

NOTICE OF ACTION BY UNANIMOUS

WRITTEN CONSENT OF DIRECTOR OF

MARIPOSA TREE MANAGEMENT, INC.

A CALIFORNIA CORPORATION

The actions as set forth herein were taken and were effective October 11, 2021 pursuant to Articles V through Article VI Section 5 of the Bylaws of the corporation.

Terry Noriega, sole director of MARIPOSA TREE MANAGEMENT, INC., a California Corporation, acted as chairman of the meeting and Dennis Jones, acted as Secretary of the meeting.

The minutes of the last meeting of the Board of Directors held on October 11, 2021 were approved as read.

On motions duly made and seconded, the following resolutions were adopted:

Resolved, that the Officers of corporation shall have full power and authority to be the signatory and sign bids on behalf of the corporation

There being no further business to come before the Board of Directors which would require its ratification or approval, the above actions are approved as evidence by the signatures below.

Executed October 11, 2021

Dennis Jones, Secretary

ATTEST:

Terry Noriega, Director

TEL 800 • 794 • 9458 • FAX 626 • 960 • 8477 • www.MariposaTreeManagement.com
6232 SANTOS DIAZ STREET, IRWINDALE, CA 91702 • CA CONTRACTORS LICENSE #1061455 C61/D49, C27, C31, A
SAFETY • TEAMWORK • QUALITY • INTEGRITY

CALIFORNIA NOTARIAL CERTIFICATE
(JURAT)

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 Los Angeles

Subscribed and sworn to (or affirmed) before me on this 11th day of October, 2021, by Terry Noriega & Dennis Jones, proved to me on the basis of satisfactory evidence to be the person(s) who appeared before me.

Signature _____. (Seal)

BRANDON JAMES WILLIAMSON
Notary Public - California
Los Angeles County
Commission # 2354892
My Comm. Expires Apr 19, 2025

Copyright © 2018 NotaryAcknowledgement.com. All Rights Reserved.

State of California
Secretary of State

CERTIFICATE OF STATUS

ENTITY NAME:

MARIPOSA TREE MANAGEMENT, INC.

FILE NUMBER:	C4311511
FORMATION DATE:	08/26/2019
TYPE:	DOMESTIC CORPORATION
JURISDICTION:	CALIFORNIA
STATUS:	ACTIVE (GOOD STANDING)

I, ALEX PADILLA, Secretary of State of the State of California, hereby certify:

The records of this office indicate the entity is authorized to exercise all of its powers, rights and privileges in the State of California.

No information is available from this office regarding the financial condition, business activities or practices of the entity.

IN WITNESS WHEREOF, I execute this certificate and affix the Great Seal of the State of California this day of March 03, 2020.

ALEX PADILLA
Secretary of State

NP-25 (REV 02/2019)

FSB

Contractor Information

Legal Entity Name
Mariposa Tree Management, Inc.
Legal Entity Type
Corporation
Status
Active
Registration Number
PW-LR-1000551767
Registration effective date
07/01/22
Registration expiration date
06/30/25
Mailing Address
6232 Santos Diaz St Irwindale 91702 CA United States of America
Physical Address
6232 Santos Diaz St Irwindale 91702 CA United States of America
Email Address
jennifer.ting@mariposa-ca.com
Trade Name/DBA
License Number (s)
CSLB:1061455

Registration History

Effective Date	Expiration Date
01/10/20	06/30/22
07/01/22	06/30/25

Legal Entity Information

Corporation Entity Number: C4311511
Federal Employment Identification Number: 843100405

Agency for Service:

Agent of Service Name: Terry Noriega
Agent of Service Mailing Address: 6232 Santos Diaz Street Irwindale 91702 CA United States of America

President Name: Terry Noriega
Vice President Name:
Treasurer Name:
Secretary Name:
CEO Name:

Worker's Compensation

Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

	PEO Name	PEO Phone	PEO Email
PEO Information			

Insured by Carrier
Policy Holder Name: Mariposa Tree Management, Inc.
Insurance Carrier: Alaska National Insurance Company
Policy Number: 22D WS 12057
Inception date: 04/01/22
Expiration Date: 04/01/23

Form **W-9**
(Rev. March 2024)
Department of the Treasury
Internal Revenue Service

Request for Taxpayer Identification Number and Certification

Go to *www.irs.gov/FormW9* for instructions and the latest information.

Give form to the requester. Do not send to the IRS.

Before you begin. For guidance related to the purpose of Form W-9, see *Purpose of Form*, below.

Print or type. See ***Specific Instructions*** on page 3.

1 Name of entity/individual. An entry is required. (For a sole proprietor or disregarded entity, enter the owner's name on line 1, and enter the business/disregarded entity's name on line 2.)

Mariposa Tree Management Inc

2 Business name/disregarded entity name, if different from above.

3a Check the appropriate box for federal tax classification of the entity/individual whose name is entered on line 1. Check only **one** of the following seven boxes.

☐ Individual/sole proprietor ☐ C corporation ☑ S corporation ☐ Partnership ☐ Trust/estate

☐ LLC. Enter the tax classification (C = C corporation, S = S corporation, P = Partnership) . . . . .

Note: Check the "LLC" box above and, in the entry space, enter the appropriate code (C, S, or P) for the tax classification of the LLC, unless it is a disregarded entity. A disregarded entity should instead check the appropriate box for the tax classification of its owner.

☐ Other (see instructions)

4 Exemptions (codes apply only to certain entities, not individuals; see instructions on page 3):

Exempt payee code (if any)

Exemption from Foreign Account Tax Compliance Act (FATCA) reporting code (if any)

(Applies to accounts maintained outside the United States.)

3b If on line 3a you checked "Partnership" or "Trust/estate," or checked "LLC" and entered "P" as its tax classification, and you are providing this form to a partnership, trust, or estate in which you have an ownership interest, check this box if you have any foreign partners, owners, or beneficiaries. See instructions . . . . . ☐

5 Address (number, street, and apt. or suite no.). See instructions.

6232 Santos Diaz Street

Requester's name and address (optional)

6 City, state, and ZIP code

Irwindale California 91702

7 List account number(s) here (optional)

Part I Taxpayer Identification Number (TIN)

Enter your TIN in the appropriate box. The TIN provided must match the name given on line 1 to avoid backup withholding. For individuals, this is generally your social security number (SSN). However, for a resident alien, sole proprietor, or disregarded entity, see the instructions for Part I, later. For other entities, it is your employer identification number (EIN). If you do not have a number, see *How to get a TIN*, later.

Note: If the account is in more than one name, see the instructions for line 1. See also *What Name and Number To Give the Requester* for guidelines on whose number to enter.

Social security number

			–			–				

or

Employer identification number

8	4	–	3	1	0	0	4	0	5

Part II Certification

Under penalties of perjury, I certify that:

1. The number shown on this form is my correct taxpayer identification number (or I am waiting for a number to be issued to me); and
2. I am not subject to backup withholding because (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service (IRS) that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding; and
3. I am a U.S. citizen or other U.S. person (defined below); and
4. The FATCA code(s) entered on this form (if any) indicating that I am exempt from FATCA reporting is correct.

Certification instructions. You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because you have failed to report all interest and dividends on your tax return. For real estate transactions, item 2 does not apply. For mortgage interest paid, acquisition or abandonment of secured property, cancellation of debt, contributions to an individual retirement arrangement (IRA), and, generally, payments other than interest and dividends, you are not required to sign the certification, but you must provide your correct TIN. See the instructions for Part II, later.

Sign Here **Signature of U.S. person** *Dennis Jones* **Date** 5/1/2025

General Instructions

Section references are to the Internal Revenue Code unless otherwise noted.

Future developments. For the latest information about developments related to Form W-9 and its instructions, such as legislation enacted after they were published, go to *www.irs.gov/FormW9*.

What's New

Line 3a has been modified to clarify how a disregarded entity completes this line. An LLC that is a disregarded entity should check the appropriate box for the tax classification of its owner. Otherwise, it should check the "LLC" box and enter its appropriate tax classification.

New line 3b has been added to this form. A flow-through entity is required to complete this line to indicate that it has direct or indirect foreign partners, owners, or beneficiaries when it provides the Form W-9 to another flow-through entity in which it has an ownership interest. This change is intended to provide a flow-through entity with information regarding the status of its indirect foreign partners, owners, or beneficiaries, so that it can satisfy any applicable reporting requirements. For example, a partnership that has any indirect foreign partners may be required to complete Schedules K-2 and K-3. See the Partnership Instructions for Schedules K-2 and K-3 (Form 1065).

Purpose of Form

An individual or entity (Form W-9 requester) who is required to file an information return with the IRS is giving you this form because they

ACORD

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
03/28/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER	CONTACT NAME: CLIENT CONTACT CENTER	
FEDERATED MUTUAL INSURANCE COMPANY HOME OFFICE: P.O. BOX 328 OWATONNA, MN 55060	PHONE (A/C, No, Ext): 888-333-4949	FAX (A/C, No): 507-446-4664
	E-MAIL ADDRESS: CLIENTCONTACTCENTER@FEDINS.COM	
	INSURERS AFFORDING COVERAGE	NAIC #
	INSURER A: FEDERATED SERVICE INSURANCE COMPANY	28304
INSURED	INSURER B:	
MARIPOSA TREE MANAGEMENT INC 6232 SANTOS DIAZ ST IRWINDALE, CA 91702-3267	INSURER C:	
	INSURER D:	
	INSURER E:	
	INSURER F:	

COVERAGES **CERTIFICATE NUMBER: 613** **REVISION NUMBER: 0**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: X POLICY PRO-JECT LOC OTHER:	N	N	6069499	04/01/2025	04/01/2026	EACH OCCURRENCE	$1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	$100,000
							MED EXP (Any one person)	EXCLUDED
							PERSONAL & ADV INJURY	$1,000,000
							GENERAL AGGREGATE	$2,000,000
							PRODUCTS & COMP/OP AGG	$2,000,000
A	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY SCHEDULED AUTOS HIRED AUTOS ONLY NON-OWNED AUTOS ONLY	N	N	6069499	04/01/2025	04/01/2026	COMBINED SINGLE LIMIT (Ea accident)	$1,000,000
							BODILY INJURY (Per Person)	
							BODILY INJURY (Per Accident)	
							PROPERTY DAMAGE (Per Accident)	
A	X UMBRELLA LIAB X OCCUR EXCESS LIAB CLAIMS-MADE DED RETENTION	N	N	6069500	04/01/2025	04/01/2026	EACH OCCURRENCE	$10,000,000
							AGGREGATE	$10,000,000
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/ EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	YIN N/A					PER STATUTE OTHER	
							E.L. EACH ACCIDENT	
							E.L. DISEASE - EA EMPLOYEE	
							E.L. DISEASE - POLICY LIMIT	

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
THIS COPY IS NOT TO BE REPRODUCED FOR ISSUANCE OF CERTIFICATES.

CERTIFICATE HOLDER	CANCELLATION
A CERTIFICATE HAS BEEN FILED WITH EACH OF YOUR CERTIFICATE HOLDERS. 613 0	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE Nicholas R. Zaver

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CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY): 3/27/2025

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER
Venbrook Insurance Services
6320 Canoga Avenue, 12th Floor
Woodland Hills, CA 91367

www.venbrook.com CA Lic No. 0D80832

CONTACT NAME: Windy West
PHONE (A/C, No, Ext): 818-598-8942 **FAX (A/C, No):**
E-MAIL ADDRESS: WWest@venbrook.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Berkley National Insurance Company	38911
INSURER B :	
INSURER C :	
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Mariposa Tree Management, Inc.
6232 Santos Diaz St.
Irwindale CA 91702

COVERAGES **CERTIFICATE NUMBER:** 84570534 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	COMMERCIAL GENERAL LIABILITY						EACH OCCURRENCE	$
	☐ CLAIMS-MADE ☐ OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$
							MED EXP (Any one person)	$
							PERSONAL & ADV INJURY	$
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$
	☐ POLICY ☐ PRO-JECT ☐ LOC						PRODUCTS - COMP/OP AGG	$
	☐ OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	☐ ANY AUTO						BODILY INJURY (Per person)	$
	☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	☐ UMBRELLA LIAB ☐ OCCUR						EACH OCCURRENCE	$
	☐ EXCESS LIAB ☐ CLAIMS-MADE						AGGREGATE	$
	☐ DED ☐ RETENTION $							$
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y/N			JWC 9800084-10	4/1/2025	4/1/2026	✓ PER STATUTE ☐ OTH-ER	
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y	N/A					E.L. EACH ACCIDENT	$ 1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$ 1,000,000
							E.L. DISEASE - POLICY LIMIT	$ 1,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

Proof of Insurance

CERTIFICATE HOLDER

Mariposa Landscapes, Inc.
15529 Arrow Highway
Irwindale CA 91706

CANCELLATION

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE
Windy West

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EXHIBIT "B"

SCHEDULE OF SERVICES

Project Schedule

Project Schedule

Schedule Manager

Dennis Jones, Secretary & Vice President of Operations, will be responsible for managing the overall project schedule and assuring schedule compliance throughout the contract term. Brandon Williamson will serve as backup schedule coordinator and will manage day-to-day work order sequencing and crew deployment.

Key Milestones

Milestone	Description	Target Date
Contract Award	Notice of award received; emergency contact list submitted to City	July 1, 2026
Mobilization	Equipment, crews, and management personnel mobilized; work yard secured near Pomona	Week 1
Inventory Review	Review and import City's existing GPS inventory data into TreePlotter; meet with City staff	Weeks 1–2
240-Day Plan Submission	Submit detailed citywide GPS inventory update plan to City for approval	Week 4
Phillips Ranch Plan	Submit formal written grid cycle plan for Phillips Ranch Assessment District	Week 4 (30 days post-award)
Pruning Cycle Kickoff	Begin grid pruning operations per approved schedule (Attachments C & D)	Week 3–4
Inventory Update — Phase 1	Complete GPS inventory update for first priority zones	Day 120
Inventory Update — Complete	Full citywide inventory update delivered (hard copy, digital, flash drive)	Day 240
City Staff Training	TreePlotter training for designated City staff	Day 60–90

Resource Allocation

Mariposa Tree Management will dedicate the personnel and equipment necessary to efficiently perform all contracted services. Resources will be scaled based on workload, seasonal demands, and City priorities.

Job Classification	Typical Allocation
ISA Certified Arborist / Project Manager	1
Field Supervisor	1
Tree Maintenance Crews	1–3 Crews
TRAQ Qualified Arborist	As Needed
Inventory / GIS Support	As Needed

Resources will be allocated across routine tree maintenance, tree removals, inspections, risk assessments, emergency response, and inventory management to ensure timely and consistent service delivery throughout the contract term.

EXHIBIT "C"

COMPENSATION

It is the intent of the City to award the agreement with Service Level A, however funding availability may necessitate award at Service Level B.

CITYWIDE TREE MAINTENANCE AND EMERGENCY RESPONSE SERVICES – IFB# 2026-17 **Level A Cost Proposal (all tree counts are approximate)**			
Street Trees	**15,534**	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1	3,107	# Trees	$ 82.00ea = $254,774.00
Year 2	3,107	# Trees	$ 85.00ea = $264,095.00
Year 3	3,107	# Trees	$ 88.00ea = $273,416.00
Tear 4	3,107	# Trees	$ 91.00ea = $282,737.00
Year 5	3,107	# Trees	$ 94.00ea = $292,058.00
	Total Level A Street Trees		$ 1,367,080.00
Park Trees	**2,347**	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1	783	# Trees	$ 140.00ea = $109,320.00
Year 2	783	# Trees	$ 145.00ea = $113,535.00
Year 3	783	# Trees	$ 150.00ea = $117,450.00
	Total Level A Park Trees		$ 340,305.00
Chinese Elm	**1,322**	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1 (North)	661	# Trees	$ 230.00ea = $152,030.00
Year 2 (South)	661	# Trees	$ 238.00ea = $157,318.00
	Total Level A Chinese Elm		$ 309,348.00
Palms	**4,114**	**Approximate Total # of Trees**	

Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1 (North)	2,507	# Trees	$ 115.00ea = $288,305.00
Year 2 (South)	2,507	# Trees	$ 125.00ea = $313,375.00
		Total Level A Palms	$ 601,680.00
Phillips Ranch Assessment District	11,559	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1	1,156	# Trees	$ 130.00ea = $150,280.00
Year 2	1,156	# Trees	$ 135.00ea = $156,060.00
Year 3	1,156	# Trees	$ 140.00ea = $161,840.00
Tear 4	1,156	# Trees	$ 145.00ea = $167,620.00
Year 5	1,156	# Trees	$ 150.00ea = $173,400.00
Year 6	1,156	# Trees	$ 155.00ea = $179,180.00
Year 7	1,156	# Trees	$ 160.00ea = $184,960.00
Year 8	1,156	# Trees	$ 165.00ea = $190,740.00
Year 9	1,156	# Trees	$ 170.00ea = $196,520.00
Year 10	1,156	# Trees	$ 175.00ea = $202,300.00
		Total Level A Phillips Ranch	$ 1,762,900.00
VPD Trees	188	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1	63	# Trees	$ 130.00ea = $8,190.00
Year 2	63	# Trees	$ 135.00ea = $8,505.00
Year 3	63	# Trees	$ 140.00ea = $8,820.00
		Total Level A VPD Trees	$ 25,515.00
Extra Work			
Items	Qty	Unit	Cost
Full Prune 0-18 DSH	1	ea	$ 90.00

Full Prune 19-30 DSH	1	ea	$ 190.00
Full Prune 31+ DSH	1	ea	$ 290.00
Crown Raise	1	ea	$ 90.00
Crown Clean 0-18 DSH	1	ea	$ 90.00
Crown Clean 19-30 DSH	1	ea	$ 190.00
Crown Clean 31+ DSH	1	ea	$ 290.00
Crown Reduction 0-18 DSH	1	ea	$ 120.00
Crown Reduction 19-30 DSH	1	ea	$ 240.00
Crown Reduction 31-36 DSH	1	ea	$ 390.00
Crown Reduction 36+ DSH	1	ea	$ 490.00
Date Palm Prune	1	ea	$ 250.00
Date Palm Trunk Clean	1	ft	$ 50.00
Palm Prune	1	ea	$ 120.00
Palm Trunk Clean	1	ft	$ 30.00
Palm Skinning	1	ft	$ 30.00
Tree & Stump Removal 0-12 DSH	1	ea	$ 350.00
Tree & Stump Removal 13-18 DSH	1	ea	$ 840.00
Tree & Stump Removal 19-24 DSH	1	ea	$ 1,290.00
Tree & Stump Removal 25-30 DSH	1	ea	$ 1,775.00
Tree & Stump Removal 31-36 DSH	1	ea	$ 2,190.00
Tree & Stump Removal 36+ DSH	1	ea	$ 2,975.00
Tree Only Removal 0-12 DSH	1	ea	$ 310.00
Tree Only Removal 13-18 DSH	1	ea	$ 775.00
Tree Only Removal 19-24 DSH	1	ea	$ 1,200.00
Tree Only Removal 25-30 DSH	1	ea	$ 1,675.00
Tree Only Removal 31-36 DSH	1	ea	$ 2,000.00
Tree Only Removal 36+ DSH	1	ea	$ 2,750.00
Stump Removal	1	in	$ 32.00

Plant 15 Gallon Tree	1	ea	$ 250.00
Plant 24" Box Tree	1	ea	$ 575.00
Plant 36" Box Tree	1	ea	$ 1,350.00
Plant 48" Box Tree	1	ea	$ 2,450.00
Plant 60" Box Tree	1	ea	$ 4,950.00
Arborist Reports	1	ea	$ 300.00
Risk Assessment (TRAQ) – Level 2	1	ea	$ 125.00
Risk Assessment (TRAQ) – Level 3	1	ea	$ 1,275.00
Canopy Spray – ground	1	ea	$ 185.00
Canopy Spray – aerial	1	ea	$ 225.00
Trunk Banding	1	ea	$ 225.00
PGR Trunk Banding	1	ea	$ 225.00
Soil Application	1	ea	$ 200.00
Soil Injection	1	ea	$ 200.00
Soil Drenching	1	ea	$ 200.00
Trunk Injection – insecticide/miticide	1	ea	$ 250.00
Trunk Injection – fungicide	1	ea	$ 225.00
Trunk Injection – combo	1	ea	$ 250.00
Trunk Injection – avermectin	1	ea	$ 250.00
GPS Tree Inventory Adds (excludes Contractor planted trees)	1	ea	$ 6.00
Specialty Equipment Rental	1	ea	$ 975.00
Crew Rental	1	hr	$ 120.00
Emergency Response – 7am to 4pm	1	ea	$ 300.00
Emergency Response – after hours	1	ea	$ 400.00
Prune Backup – Crew	1	ea	$ 0.00
Removal Backup – Crew	1	ea	$ 0.00
Tree Only Removal Backup – Crew	1	ea	$ 0.00

Stump Backup – Crew	1	ea	$ 0.00
Plant Backup – Crew	1	ea	$ 0.00
Root Prune Backup – Crew	1	ea	$ 0.00
Root Grind Backup – Crew	1	ea	$ 0.00
Stake Backup – Crew	1	ea	$ 0.00
Emer Prune Backup – Crew	1	ea	$ 0.00
Emer Removal Backup – Crew	1	ea	$ 0.00
Emer Tree Only Rmvl Backup – Crew	1	ea	$ 0.00
Trunk Injection Backup – Crew	1	ea	$ 0.00
Barrier Trunk Spray Backup – Crew	1	ea	$ 0.00
Systemic Trunk Spray Backup – Crew	1	ea	$ 0.00
Pruning Wound Spray Backup – Crew	1	ea	$ 0.00
Canopy Spray Backup – Crew	1	ea	$ 0.00
Weed Spray Backup – Crew	1	ea	$ 0.00
Soil Drench Backup – Crew	1	ea	$ 0.00
Soil Injection Backup – Crew	1	ea	$ 0.00
Granular Broadcast Backup – Crew	1	ea	$ 0.00
Tree Watering	1	hr	$ 120.00
Specialty Eqpt Operator	1	ea	$ 130.00
Roll Off Services	1	ea	$ 175.00
Mulch Blowing (includes mulch)	1	yd	$ 200.00
Total Extra Work			$ 37,248.00
Total Level A Service Level			$ 4,444,076.00

CITYWIDE TREE MAINTENANCE AND EMERGENCY RESPONSE SERVICES – Level B Cost Proposal (all tree #s are approximate)			
Street Trees	**15,534**	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1	3,107	# Trees	$ 82.00ea = $254,774.00
Year 2	3,107	# Trees	$ 85.00ea = $264,095.00
Year 3	3,107	# Trees	$ 88.00ea = $273,416.00
Tear 4	3,107	# Trees	$ 91.00ea = $282,737.00
Year 5	3,107	# Trees	$ 94.00ea = $292,058.00
	Total Level B Street Trees		$ 1,367,080.00
Park Trees	**2,347**	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1	587	# Trees	$ 140.00ea = $82,180.00
Year 2	587	# Trees	$ 145.00ea = $85,115.00
Year 3	587	# Trees	$ 150.00ea = $88,050.00
Year 4	587	# Trees	$ 155.00ea = $90,985.00
	Total Level B Park Trees		$ 346,330.00
Chinese Elm	**1,322**	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1 (North)	661	# Trees	$ 230.00ea = $152,030.00
Year 2 (South)	661	# Trees	$ 238.00ea = $157,318.00
	Total Level B Chinese Elms		$ 309,348.00
Palms	**4,114**	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1 (North –	1,560	# Trees	$ 125.00ea = $195,000.00

excludes Parks, City Hall, Garey Ave)			
Year 2 (South - excludes Parks, City Hall, Garey Ave)	1,560	# Trees	130.00ea = $202,800.00 $
Year 3 (Parks, City Hall, Garey Ave)	996	# Trees	135.00ea = $134,460.00 $
		Total Level B Palms	$ 532,260.00
Phillips Ranch Assessment District	**11,559**	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost
Year 1	771	# Trees	$ 130.00ea = $100,230.00
Year 2	771	# Trees	$ 135.00ea = 104,085.00
Year 3	771	# Trees	$ 140.00ea = $107,940.00
Tear 4	771	# Trees	$ 145.00ea = $111,795.00
Year 5	771	# Trees	$ 150.00ea = $115,650.00
Year 6	771	# Trees	$ 155.00ea = $119,505.00
Year 7	771	# Trees	$ 160.00ea = 123,360.00
Year 8	771	# Trees	$ 165.00ea = $127,215.00
Year 9	771	# Trees	$ 170.00ea = $131,070.00
Year 10	771	# Trees	$ 175.00ea = $134,925.00
Year 11	771	# Trees	$ 180.00ea = $138,780.00
Year 12	771	# Trees	$ 185.00ea = 142,635.00
Year 13	771	# Trees	$ 190.00ea = $146,490.00
Year 14	771	# Trees	$ 195.00ea = $150,345.00
Year 15	771	# Trees	$ 200.00ea = $154,200.00
		Total Level B Phillips Ranch	$ 1,908,225.00
VPD Trees	**188**	**Approximate Total # of Trees**	
Full Trim Annual Grid	Estimated Trees Per Year		Cost

Year 1	38	# Trees	$ 130.00ea = $4,940.00
Year 2	38	# Trees	$ 135.00ea = $5,130.00
Year 3	38	# Trees	$ 140.00ea = $5,320.00
Year 4	38	# Trees	$ 145.00ea = $5,510.00
Year 5	38	# Trees	$ 150.00ea = $5,700.00
	Total Level B VPD Trees		$ 26,600.00

Extra Work

Items	Qty	Unit	Cost
Full Prune 0-18 DSH	1	ea	$ 90.00
Full Prune 19-30 DSH	1	ea	$ 190.00
Full Prune 31+ DSH	1	ea	$ 290.00
Crown Raise	1	ea	$ 90.00
Crown Clean 0-18 DSH	1	ea	$ 90.00
Crown Clean 19-30 DSH	1	ea	$ 190.00
Crown Clean 31+ DSH	1	ea	$ 290.00
Crown Reduction 0-18 DSH	1	ea	$ 120.00
Crown Reduction 19-30 DSH	1	ea	$ 240.00
Crown Reduction 31-36 DSH	1	ea	$ 390.00
Crown Reduction 36+ DSH	1	ea	$ 490.00
Date Palm Prune	1	ea	$ 250.00
Date Palm Trunk Clean	1	ft	$ 50.00
Palm Prune	1	ea	$ 120.00
Palm Trunk Clean	1	ft	$ 30.00
Palm Skinning	1	ft	$ 30.00
Tree & Stump Removal 0-12 DSH	1	ea	$ 350.00
Tree & Stump Removal 13-18 DSH	1	ea	$ 840.00
Tree & Stump Removal 19-24 DSH	1	ea	$ 1,290.00

Tree & Stump Removal 25-30 DSH	1	ea	$ 1,775.00
Tree & Stump Removal 31-36 DSH	1	ea	$ 2,190.00
Tree & Stump Removal 36+ DSH	1	ea	$ 2,975.00
Tree Only Removal 0-12 DSH	1	ea	$ 310.00
Tree Only Removal 13-18 DSH	1	ea	$ 775.00
Tree Only Removal 19-24 DSH	1	ea	$ 1,200.00
Tree Only Removal 25-30 DSH	1	ea	$ 1,675.00
Tree Only Removal 31-36 DSH	1	ea	$ 2,000.00
Tree Only Removal 36+ DSH	1	ea	$ 2,750.00
Stump Removal	1	in	$ 32.00
Plant 15 Gallon Tree	1	ea	$ 250.00
Plant 24" Box Tree	1	ea	$ 575.00
Plant 36" Box Tree	1	ea	$ 1,350.00
Plant 48" Box Tree	1	ea	$ 2,450.00
Plant 60" Box Tree	1	ea	$ 4,950.00
Arborist Reports	1	ea	$ 300.00
Risk Assessment (TRAQ) - Level 2	1	ea	$ 125.00
Risk Assessment (TRAQ) - Level 3	1	ea	$ 1,275.00
Canopy Spray - ground	1	ea	$ 185.00
Canopy Spray - aerial	1	ea	$ 225.00
Trunk Banding	1	ea	$ 225.00
PGR Trunk Banding	1	ea	$ 225.00
Soil Application	1	ea	$ 200.00
Soil Injection	1	ea	$ 200.00
Soil Drenching	1	ea	$ 200.00
Trunk Injection - insecticide/miticide	1	ea	$ 250.00
Trunk Injection - fungicide	1	ea	$ 225.00
Trunk Injection - combo	1	ea	$ 250.00

Trunk Injection - avermectin	1	ea	$ 250.00
GPS Tree Inventory Adds (excludes Contractor planted trees)	1	ea	$ 6.00
Specialty Equipment Rental	1	ea	$ 975.00
Crew Rental	1	hr	$ 120.00
Emergency Response - 7am to 4pm	1	ea	$ 300.00
Emergency Response - after hours	1	ea	$ 400.00
Prune Backup - Crew	1	ea	$ 0.00
Removal Backup - Crew	1	ea	$ 0.00
Tree Only Removal Backup - Crew	1	ea	$ 0.00
Stump Backup - Crew	1	ea	$ 0.00
Plant Backup - Crew	1	ea	$ 0.00
Root Prune Backup - Crew	1	ea	$ 0.00
Root Grind Backup - Crew	1	ea	$ 0.00
Stake Backup - Crew	1	ea	$ 0.00
Emer Prune Backup - Crew	1	ea	$ 0.00
Emer Removal Backup - Crew	1	ea	$ 0.00
Emer Tree Only Rmvl Backup - Crew	1	ea	$ 0.00
Trunk Injection Backup - Crew	1	ea	$ 0.00
Barrier Trunk Spray Backup - Crew	1	ea	$ 0.00
Systemic Trunk Spray Backup - Crew	1	ea	$ 0.00
Pruning Wound Spray Backup - Crew	1	ea	$ 0.00
Canopy Spray Backup - Crew	1	ea	$ 0.00
Weed Spray Backup - Crew	1	ea	$ 0.00
Soil Drench Backup - Crew	1	ea	$ 0.00
Soil Injection Backup - Crew	1	ea	$ 0.00
Granular Broadcast Backup - Crew	1	ea	$ 0.00
Tree Watering	1	hr	$ 120.00

Specialty Eqpt Operator	1	ea	$ 130.00
Roll Off Services	1	ea	$ 175.00
Mulch Blowing (includes mulch)	1	yd	$ 200.00
Total Extra Work			$ 37,248.00
Total Level B Service Level			$ 4,527,091.00

** Citywide Tree Maintenance and Emergency Response Services

*** NINE HUNDRED SIXTY TWO THOUSAND EIGHT HUNDRED NINETY NINE AND NO/100

Bond No. 72BSBJE7807
Premium: $4,333.00
Effective: 07/01/26-06/30/27

PERFORMANCE BOND

KNOW ALL PERSONS BY THESE PRESENTS:

THAT WHEREAS, the City of Pomona (hereinafter referred to as "City") has awarded to Mariposa Tree Management, Inc., (hereinafter referred to as the "Contractor") _____ an agreement for ** (hereinafter referred to as the "Project").

WHEREAS, the work to be performed by the Contractor is more particularly set forth in the Contract Documents for the Project dated _____, (hereinafter referred to as "Contract Documents"), the terms and conditions of which are expressly incorporated herein by reference; and

WHEREAS, the Contractor is required by said Contract Documents to perform the terms thereof and to furnish a bond for the faithful performance of said Contract Documents.

NOW, THEREFORE, we, Mariposa Tree Management, Inc. the undersigned Contractor and Hartford Fire Insurance Company as Surety, a corporation organized and duly authorized to transact business under the laws of the State of California, are held and firmly bound unto the City in the sum of *** DOLLARS, ($ 962,899.00), said sum being not less than one hundred percent (100%) of the total amount of the Contract, for which amount well and truly to be made, we bind ourselves, our heirs, executors and administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Contractor, his or its heirs, executors, administrators, successors or assigns, shall in all things stand to and abide by, and well and truly keep and perform the covenants, conditions and agreements in the Contract Documents and any alteration thereof made as therein provided, on its part, to be kept and performed at the time and in the manner therein specified, and in all respects according to their intent and meaning; and shall faithfully fulfill all obligations including the one-year guarantee of all materials and workmanship; and shall indemnify and save harmless the City, its officers and agents, as stipulated in said Contract Documents, then this obligation shall become null and void; otherwise it shall be and remain in full force and effect.

As a condition precedent to the satisfactory completion of the Contract Documents, unless otherwise provided for in the Contract Documents, the above obligation shall hold good for a period of one (1) year after the acceptance of the work by City, during which time if Contractor shall fail to make full, complete, and satisfactory repair and replacements and totally protect the City from loss or damage resulting from or caused by defective materials or faulty workmanship, Surety shall undertake and faithfully fulfill all such obligations. The obligations of Surety hereunder shall continue so long as any obligation of Contractor remains. Nothing herein shall limit the City's rights or the Contractor or Surety's obligations under the Contract, law or equity, including, but not limited to, California Code of Civil Procedure section 337.15.

Whenever Contractor shall be, and is declared by the City to be, in default under the Contract Documents, the Surety shall remedy the default pursuant to the Contract Documents, or shall promptly, at the City's option:

(1) Take over and complete the Project in accordance with all terms and conditions in the Contract Documents; or

(2) Obtain a bid or bids for completing the Project in accordance with all terms and conditions in the Contract Documents and upon determination by Surety of the lowest responsive and responsible bidder, arrange for a Contract between such bidder, the Surety and the City, and

make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

(3) Permit the City to complete the Project in any manner consistent with local, California and federal law and make available as work progresses sufficient funds to pay the cost of completion of the Project, less the balance of the contract price, including other costs and damages for which Surety may be liable. The term "balance of the contract price" as used in this paragraph shall mean the total amount payable to Contractor by the City under the Contract and any modification thereto, less any amount previously paid by the City to the Contractor and any other set offs pursuant to the Contract Documents.

Surety expressly agrees that the City may reject any contractor or subcontractor which may be proposed by Surety in fulfillment of its obligations in the event of default by the Contractor.

Surety shall not utilize Contractor in completing the Project nor shall Surety accept a bid from Contractor for completion of the Project if the City, when declaring the Contractor in default, notifies Surety of the City's objection to Contractor's further participation in the completion of the Project.

The Surety, for value received, hereby stipulates and agrees that no change, extension of time, alteration or addition to the terms of the Contract Documents or to the Project to be performed thereunder 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 Contract Documents or to the Project, including but not limited to the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of June, 2026).

(Corporate Seal)

Mariposa Tree Management, Inc.
Contractor/ Principal

By _____

Title PRESIDENT

(Corporate Seal)

Hartford Fire Insurance Company
Surety

By _____
Attorney-in-Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached.

(Attach Attorney-in-Fact Certificate) Title MARY SMITH, Attorney in Fact

The rate of premium on this bond is $4.50 per thousand. The total amount of premium charges, $ $4,333.00.

(The above must be filled in by corporate attorney.)

THIS IS A REQUIRED FORM

Any claims under this bond may be addressed to:

(Name and Address of Surety) Hartford Fire Insurance Company
One Pointe Drive 6th Floor
Brea, CA 92821

(Name and Address of Agent or Representative for service of process in California, if different from above) Same as above

(Telephone number of Surety and Agent or Representative for service of process in California) 602-572-6478

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**** CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT ATTACHED ****

Notary 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 _____
On _____, 2026, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

- ☐ Individual
- ☐ Corporate Officer

_____
Title(s)

- ☐ Partner(s)
  - ☐ Limited
  - ☐ General
- ☐ Attorney-In-Fact
- ☐ Trustee(s)
- ☐ Guardian/Conservator
- ☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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 Los Angeles)

On June 18, 2026 before me, Albert Febres-Cordero, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared MARY SMITH
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 _____
Signature of Notary Public

HMD1 ALBERT FEBRES-CORDERO COMMISSION #2501506 Notary Public - California LOS ANGELES COUNTY My Commission Expires OCTOBER 5, 2028 HMD1

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: _____ Document Date: _____

Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IMA INC
Agency Code: 72-183250

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Steven L. Brockmeyer, Alberto Febres-Cordero, Clarice Lee, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 18, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

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 Los Angeles)

On 06/18/2026 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
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 _____ **(Seal)**

NRO1 TIMOTHY CHANG NRO1
COMM. #2491150
Notary Public - California
Los Angeles County
My Comm. Expires May 25, 2028

Bond No. 72BSBJE7807
Premium: Included In Performance Bond
Effective: 07/01/26-06/30/27

PAYMENT BOND

KNOW ALL MEN BY THESE PRESENTS That

WHEREAS, the City of Pomona (hereinafter designated as the "City"), by action taken or a resolution passed_____, 20____has awarded to _____*_____ hereinafter designated as the "Principal," a contract for the work described as follows:

* Mariposa Tree Management, Inc.

__Citywide Tree Maintenance and Emergency Response Services_____ (the "Project"); and

WHEREAS, the work to be performed by the Principal is more particularly set forth in the Contract Documents for the Project dated _____ ("Contract Documents"), the terms and conditions of which are expressly incorporated by reference; and

WHEREAS, said Principal is required to furnish a bond in connection with said contract; providing that if said Principal or any of its Subcontractors shall fail to pay for any materials, provisions, provender, equipment, or other supplies used in, upon, for or about the performance of the work contracted to be done, or for any work or labor done thereon of any kind, or for amounts due under the Unemployment Insurance Code or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department from the wages of employees of said Principal and its Subcontractors with respect to such work or labor the Surety on this bond will pay for the same to the extent hereinafter set forth.

NOW THEREFORE, we, the Principal and __Hartford Fire Insurance Company__ as Surety, are held and firmly bound unto the City in the penal sum of NINE HUNDRED SIXTY TWO THOUSAND EIGHT HUNDRED NINETY NINE AND NO/100 Dollars ($ 962,899.00) lawful money of the United States of America, for the payment of which sum well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH that if said Principal, his or its subcontractors, heirs, executors, administrators, successors or assigns, shall fail to pay any of the persons named in Section 9100 of the Civil Code, fail to pay for any materials, provisions or other supplies, used in, upon, for or about the performance of the work contracted to be done, or for any work or labor thereon of any kind, or amounts due under the Unemployment Insurance Code with respect to work or labor performed under the contract, or for any amounts required to be deducted, withheld, and paid over to the Employment Development Department or Franchise Tax Board from the wages of employees of the contractor and his subcontractors pursuant to Section 18663 of the Revenue and Taxation Code, with respect to such work and labor the Surety or Sureties will pay for the same, in an amount not exceeding the sum herein above specified.

This bond shall inure to the benefit of any of the persons named in Section 9100 of the Civil Code so as to give a right of action to such persons or their assigns in any suit brought upon this bond.

It is further stipulated and agreed that the Surety on this bond shall not be exonerated or released from the obligation of this bond by any change, extension of time for performance, addition, alteration or modification in, to, or of any contract, plans, specifications, or agreement pertaining or relating to any scheme or work of improvement herein above described, or pertaining or relating to the furnishing of labor, materials, or equipment therefore, 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 or work of improvement herein above described, 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 by any fraud practiced by any person other than the claimant seeking to recover on the bond and that this bond be construed most strongly against the Surety and in favor of all persons for whose benefit such bond is given, and under no circumstances shall Surety be released from liability to those for whose benefit such bond has been given, by reason of any breach of contract between the owner or City and original contractor or on the part of any obligee named in such bond, but the sole conditions of recovery shall be that claimant is a person described in Section 9100 of the Civil Code, and has not been paid the full amount of his claim and that Surety does hereby waive notice of any such change, extension of time, addition, alteration or modification herein mentioned and the provisions of sections 2819 and 2845 of the California Civil Code.

IN WITNESS WHEREOF, we have hereunto set our hands and seals this 18th day of June, 2026.

(Corporate Seal) Mariposa Tree Management, Inc.

Contractor/ Principal

By Guy Iverson

Title PRESIDENT

Hartford Fire Insurance Company

(Corporate Seal)

Surety

By Mary Smith

Attorney-in-Fact

Title MARY SMITH, Attorney in Fact

Signatures of those signing for the Contractor and Surety must be notarized and evidence of corporate authority attached. A Power-of-Attorney authorizing the person signing on behalf of the Surety to do so much be attached hereto.

NOTE: A copy of the Power-of-Attorney authorizing the person signing on behalf of the Surety to do so must be attached hereto.

**** CALIFORNIA ALL PURPOSE ACKNOWLEDGEMENT ATTACHED ****

Notary 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 _____
On _____, 20___, before me, _____, Notary Public, personally

appeared _____, 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 of Notary Public _____

OPTIONAL

Though the information below is not required by law, it may prove valuable to persons relying on the document

and could prevent fraudulent removal and reattachment of this form to another document.

CAPACITY CLAIMED BY SIGNER

☐ Individual
☐ Corporate Officer

_____
Title(s)

☐ Partner(s) ☐ Limited ☐ General
☐ Attorney-In-Fact
☐ Trustee(s)
☐ Guardian/Conservator
☐ Other:

Signer is representing:
Name Of Person(s) Or Entity(ies)

_____
_____

DESCRIPTION OF ATTACHED DOCUMENT

_____
Title or Type of Document

_____
Number of Pages

_____
Date of Document

_____
Signer(s) Other Than Named Above

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 Los Angeles)

On June 18, 2026 before me, Albert Febres-Cordero, Notary Public,
Date *Here Insert Name and Title of the Officer*

personally appeared MARY SMITH
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 _____
Signature of Notary Public

ALBERT FEBRES-CORDERO
COMMISSION #2501506
Notary Public - California
LOS ANGELES COUNTY
My Commission Expires
OCTOBER 5, 2028

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: _____ Document Date: _____
Number of Pages: _____ Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

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

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POWER OF ATTORNEY

Direct Inquiries, Bond Authenticity and Claims to:
THE HARTFORD
BOND, T-14
One Hartford Plaza
Hartford, Connecticut 06155
Bond.Claims@thehartford.com
call: **888-266-3488** *or fax:* **860-757-5835**

KNOW ALL PERSONS BY THESE PRESENTS THAT:

Agency Name: IMA INC
Agency Code: 72-183250

- ☒ **Hartford Fire Insurance Company**, a corporation duly organized under the laws of the State of Connecticut
- ☒ **Hartford Casualty Insurance Company**, a corporation duly organized under the laws of the State of Indiana
- ☒ **Hartford Accident and Indemnity Company**, a corporation duly organized under the laws of the State of Connecticut
- ☐ **Hartford Insurance Company of the Midwest**, a corporation duly organized under the laws of the State of Indiana

having their home office in Hartford, Connecticut, (hereinafter collectively referred to as the "Companies") do hereby make, constitute and appoint, ***up to the amount of*** Unlimited :
Steven L. Brockmeyer, Alberto Febres-Cordero, Clarice Lee, Mary Smith, Ronald C. Wanglin of PASADENA, California

their true and lawful Attorney(s)-in-Fact, each in their separate capacity if more than one is named above, to sign its name as surety(ies) only as delineated above by ☒, and to execute, seal and acknowledge any and all bonds, undertakings, contracts and other written instruments in the nature thereof, on behalf of the Companies in their business of guaranteeing the fidelity of persons, guaranteeing the performance of contracts and executing or guaranteeing bonds and undertakings required or permitted in any actions or proceedings allowed by law.

In Witness Whereof, and as authorized by a Resolution of the Board of Directors of the Companies on May 23, 2016 the Companies have caused these presents to be signed by its Assistant Vice President and its corporate seals to be hereto affixed, duly attested by its Assistant Secretary. Further, pursuant to Resolution of the Board of Directors of the Companies, the Companies hereby unambiguously affirm that they are and will be bound by any mechanically applied signatures applied to this Power of Attorney.

Phyllis A. Clark, Assistant Secretary

Joelle L. LaPierre, Assistant Vice President

STATE OF FLORIDA
COUNTY OF SEMINOLE } **ss.** Lake Mary

On this 1st day of March, 2024, before me personally came Joelle L. LaPierre, to me known, who being by me duly sworn, did depose and say: that (s)he resides in Seminole County, State of Florida; that (s)he is the Assistant Vice President of the Companies, the corporations described in and which executed the above instrument; that (s)he knows the seals of the said corporations; that the seals affixed to the said instrument are such corporate seals; that they were so affixed by authority of the Boards of Directors of said corporations and that (s)he signed his/her name thereto by like authority.

Mariluz Arce
My Commission HH 287363
Expires July 13, 2026

I, the undersigned, Assistant Vice President of the Companies, DO HEREBY CERTIFY that the above and foregoing is a true and correct copy of the Power of Attorney executed by said Companies, which is still in full force effective as of June 18, 2026.

Signed and sealed in Lake Mary, Florida.

Keith D. Dozois, Assistant Vice President

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 Los Angeles)

On 06/18/2026 before me, Timothy Chang, Notary Public
(insert name and title of the officer)

personally appeared Terry Noriega,
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.

NRO1 TIMOTHY CHANG
COMM. #2491150
Notary Public - California
Los Angeles County
My Comm. Expires May 25, 2028 NRO1

Signature _____ **(Seal)**