

AGREEMENT FOR SERVICES

This Agreement is made and entered into this 15th day of September, 2014, by and between **THE CITY OF LA HABRA**, (hereinafter referred to as the "**CITY**"), and **West Coast Arborists**, (hereinafter referred to as the "**CONTRACTOR**").

RECITALS

WHEREAS, **CITY** requires professional services for Tree Maintenance Service; and,

WHEREAS, the **CONTRACTOR** represents that it is qualified and experienced to provide such services; and

NOW, THEREFORE, for and in consideration of the mutual promises, covenants and conditions herein contained, **CITY** and **CONTRACTOR** hereby agree as follows:

ARTICLE I SCOPE OF SERVICES; TERM

1.1 General Scope of Services.

A. **CITY** hereby engages **CONTRACTOR**, and **CONTRACTOR** hereby accepts such engagement, to perform the various services set forth in Exhibit "A" (the documents contained in Exhibit "A" shall be hereinafter referred to as the "Scope of Work").

B. All professional services to be provided by **CONTRACTOR** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence, and skill ordinarily exercised by professional contractors in similar circumstances in accordance with sound professional practices.

C. Warranty: **CONTRACTOR** warrants that it shall perform the professional services required by this Agreement in compliance with the federal and California laws related to minimum hours and wages, including but not limited to, 40 U.S.C.A. §§ 3141, et seq., California Labor Code, §§ 1171, et seq. and California Labor Code, §§ 6300, et seq.; fair employment practices, including but not limited to, 29 U.S.C. 651, et seq.; and fair employment, including but not limited to, 29 U.S.C. 201, et seq., The California Fair Employment and Housing Act California Government Code, §§ 12900, et seq., Title VI of the Civil Rights Act of 1964, as amended, 49 CFR 21 through

appendix H and 23 CFR 710.405 (b); and all other federal, state and local laws and ordinances applicable to the work required under this Agreement.

D. Non-exclusive Agreement. **CONTRACTOR** acknowledges that CITY may enter into agreements similar to this Agreement with other contractors.

1.2 Term.

The term of this Agreement (the "Term") shall begin July 1, 2014, and end at midnight on June 30, 2019, unless this Agreement is terminated sooner according to the provisions in Article V of this Agreement.

1.3 Option to Extend Term.

City shall have the option to extend the initial Term for five (5) consecutive one-year periods unless notice of termination is provided by one or both parties prior to July 1, 2019.

ARTICLE II **RESPONSIBILITIES OF CONTRACTOR**

2.1 Control and Payment of Subordinates.

CITY retains **CONTRACTOR** as an independent contractor and not an employee of **CITY**. All personnel to be utilized by **CONTRACTOR** in the performance of this Agreement 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 with respect to such personnel, including, but not limited to social security taxes, income tax withholding, unemployment insurance, and workers' compensation insurance.

2.2 Conformance to Applicable Requirements.

All services provided by **CONTRACTOR** shall be subject to the approval of the **CITY**.

2.3 Standard of Care; Licenses.

All professional services to be provided by **CONTRACTOR** pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional contractors in similar circumstances in accordance with sound professional practices. **CONTRACTOR** represents and

warrants to **CITY** that it has all licenses, permits, qualifications and approvals that are legally required to practice its profession and to provide the services hereunder. **CONTRACTOR** further represents and warrants that it shall keep in effect all such licenses, permit, and other approvals during the term of this Agreement.

2.4 Project Representatives.

The City Manager or his designee shall be the Project Representative of **CITY** for purposes of this Agreement and may issue all consents, approvals, directives and agreement on behalf of **CITY**, called for by this Agreement except as otherwise expressly provided in this Agreement. Project representative shall coordinate all phases of this project and shall be available to **CITY** at all reasonable times.

2.5 Accounting Records.

CONTRACTOR shall maintain complete and accurate records with respect to costs and expenses incurred in the performance of this Agreement. All such records shall be clearly identifiable as being associated with this Agreement. **CONTRACTOR** shall allow an authorized representative of **CITY**, during normal business hours, to examine, audit, and make transcripts of copies of such records. **CONTRACTOR** shall allow **CITY** to inspect all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment (or completion of work) under this Agreement.

ARTICLE III **COMPENSATION**

3.1 Compensation.

Except as provided in this section, **CONTRACTOR** shall receive compensation for all Services rendered under this Agreement at the rates set forth in the Schedule of Billing Rates attached hereto as Exhibit "B", and incorporated herein by reference. Total compensation shall not exceed \$234,011.00, without written approval of **CITY'S** Project Representative. **CONTRACTOR** shall not receive compensation for any services provided outside the Scope of Work unless such additional services (hereinafter "Extra Work") are approved in writing by **CITY** or its appointed representative prior to **CONTRACTOR** performing the "Extra Work".

3.2 Payment of Compensation.

CONTRACTOR shall provide **CITY** an itemized monthly statement which indicates work completed, hours of service rendered and units of supplies provided to the Project by **CONTRACTOR**, from July 1, 2014, or the start of the subsequent billing periods, as appropriate, through the date of the statement. **CITY** shall make any payment due within forty-five (45) days after approval of the invoice by **CITY**.

3.3 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 Extra Work until receiving prior written authorization from **CITY'S** Project Representative. It is specifically understood and agreed that oral requests and/or approvals of "Extra Work" shall be barred and are unenforceable.

3.4 Amendment of Scope of Work.

CITY shall have the right to amend the Scope of Work within the Agreement by written notification to the **CONTRACTOR**. In such event, the compensation and time of performance shall be subject to renegotiation upon written demand of either party to the Agreement. Failure of **CONTRACTOR** to secure **CITY'S** written authorization for "Extra Work" or changed work shall constitute a waiver of any and all right to adjustment in the contract price or time due, whether by way of compensation, restitution, quantum meruit, etc. for work done without the appropriate **CITY** authorization.

3.5 Reimbursement for Expenses

CONTRACTOR shall not be reimbursed for any expenses unless prior written authorization is obtained from **CITY**.

ARTICLE IV INDEMNIFICATION AND INSURANCE

4.1 Insurance Requirements.

CONTRACTOR shall procure and maintain throughout the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of this Agreement by **CONTRACTOR**, its agents, representatives, employees or subcontractors. **CONTRACTOR** shall provide current evidence of the required insurance in a form acceptable to **CITY** and shall provide replacement evidence

for any required insurance, which expires prior to the completion, expiration or termination of this Agreement.

Nothing in this Section shall be construed as limiting in any way, the Indemnification and Hold Harmless clause contained in Section 4.7 of this Agreement, or the extent to which **CONTRACTOR** may be held responsible for payments of damages to persons or property.

A. Minimum Scope and Limits of Insurance.

1) Comprehensive General Liability Insurance to include products, completed operations, contractual liability, and independent contractors. **CONTRACTOR** shall maintain comprehensive general liability insurance or an equivalent form with a limit of not less than \$1,000,000 combined single limit per occurrence for bodily injury, personal injury, and property damage. If such insurance contains a general aggregate limit, it shall apply separately to this Agreement or shall be twice the required occurrence limit.

2) Business Automobile Liability Insurance. **CONTRACTOR** shall maintain business automobile liability insurance or an equivalent form with a limit of not less than \$1,000,000 per accident for bodily injury and property damage. Such insurance shall include coverage for owned, hired and non-owned automobiles.

3) Workers' Compensation and Employers' Liability Insurance. **CONTRACTOR** shall maintain workers' compensation insurance as required by the State of California and employers' liability insurance with limits of not less than \$1,000,000 per accident.

4) Professional Liability Insurance. **CONTRACTOR** shall maintain professional liability insurance with limits of not less than \$1,000,000 combined single limit per claim/aggregate. Architects' and engineers' coverage shall be endorsed to include contractual liability. If policy is written as a "claims made" policy, the retro date of the policy shall be prior to the start of the contract work.

4.2. Deductibles and Self-insured Retentions

Any deductibles or self-insured retentions must be declared to and approved by the **CITY**. At the option of the **CITY**, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the **CITY**, its officers, officials, employees, agents and volunteers, or the **CONTRACTOR** shall provide a financial guarantee satisfactory to **CITY**

guaranteeing payment of losses and related investigations, claims administration and defense expense.

4.3 Other Insurance Provisions.

A. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:

1) **CITY**, its officers, officials, employees, agents and volunteers are to be covered as additional insureds with respect to liability arising out of automobiles owned, leased, hired or borrowed by or on behalf of the **CONTRACTOR**; and with respect to liability arising out of work or operations performed by or on behalf of **CONTRACTOR** including materials, parts or equipment furnished in connections with such work or operations. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under Civil Code § 2782(b). General liability coverage can be provided in the form of an endorsement to **CONTRACTOR'S** insurance, or as a separate owner's policy.

2) For any claims related to this project, **CONTRACTOR'S** insurance coverage shall be primary insurance as respects to **CITY**, its officers, officials, employees, agents and volunteers. Any insurance or self-insurance maintained by **CITY**, its officers, officials, employees, agents or volunteers shall be excess to **CONTRACTOR'S** insurance and shall not contribute with it.

3) Each insurance policy required by this clause shall be endorsed to state that **CITY** shall receive not less than thirty (30) days prior written notice of cancellation of any policies of insurance required hereunder.

B. Worker's Compensation and Employers' Liability Coverages. The workers' compensation and employers' liability policies shall be endorsed to state that the insurer agrees to waive all rights of subrogation against **CITY**, its elected officials, officers, employees, and volunteers for losses arising from the operation of **CONTRACTOR** in the performance of this Agreement.

4.4. Acceptability of Insurers

Insurance is to be placed with insurers authorized to do business by the Insurance Commissioner in the State of California with a BEST's rating of no less than B+ Class X. All insurers shall be licensed by or holding admitted status

in the State of California. At the sole discretion of the **CITY**, insurance provided by non-admitted or surplus carriers of proven reputation and minimum BEST's rating of no less than A- Class X may be accepted if **CONTRACTOR** evidences the need to the sole satisfaction of **CITY**.

4.5. Verification of Coverage.

CONTRACTOR shall furnish **CITY** with original certificates and amendatory endorsements effecting coverage required by **CITY**. The endorsements should be on forms provided by **CITY** or on other than **CITY'S** forms, provided those endorsements or policies conform to the requirements. All certificates and endorsements are to be received and approved by **CITY** before work commences. **CITY** reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

4.6. Sub-Contractors:

CONTRACTOR shall include all sub-contractors as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage for sub-contractors shall be subject to all of the requirements stated herein.

4.7. Indemnification and Hold Harmless.

Notwithstanding the existence of insurance coverage required of **CONTRACTOR** pursuant to this contract, **CONTRACTOR** shall save, keep defend, indemnify, hold free and harmless **CITY**, its officers, officials, employees, agents and volunteers from and against any and all damages to property or injuries to or death of any person or persons, and shall defend, indemnify, save and hold harmless **CITY**, its officers, officials, employees, agents and volunteers from any and all claims, demands, suits, actions or proceedings of any kind or nature, including, but not by way of limitation, all civil claims, workers' compensation claims, and all other claims resulting from or arising out of the acts, errors or omissions of **CONTRACTOR**, its employees and/or authorized sub-contractors, whether intentional or negligent, in the performance of this Agreement.

4.8 Additional Insurance.

Further, **CONTRACTOR** shall obtain any additional kinds and amounts of insurance which, in its own judgment, may be necessary for the proper protection of any of its officers', employees', or authorized sub-contractors' own actions during the performance of this Agreement.

4.9 Notice of Policy Changes.

- A. All Coverages (exclusive of Professional Liability). Each insurance policy required by this clause shall be endorsed to state that coverage shall not be suspended, voided, canceled, reduced in coverage or in limits except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to **CITY**.

Unless **CONTRACTOR**'s insurer agrees to provide (30) days written notice of any changes or modifications to any policies as required by this clause, **CONTRACTOR** shall provide copies of all required policies or certificates of insurance as may be requested by **CITY** to establish that such policies have not been modified or reduced in coverage or in limits.

- B. Professional Liability. Each insurance policy required by this clause shall be endorsed to state that coverage shall not be canceled unless thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the **CITY**.

ARTICLE V TERMINATION

5.1 Notice of Termination.

CITY may terminate the whole or any part of this Agreement at any time and without cause by giving thirty (30) days written notice to **CONTRACTOR** of such termination, and specifying the effective date thereof. **CONTRACTOR** shall discontinue all services affected by such termination within thirty (30) days of receipt of such notice, unless otherwise instructed by **CITY** in writing. **CONTRACTOR** shall not terminate this Agreement except for cause.

5.2 Termination Without Cause.

If **CITY** terminates this Agreement without cause, **CONTRACTOR** shall be paid for services performed through the date of termination, upon receipt of written documentation of said services by **CITY**. Such payment shall include a pro-rated amount of profit, if applicable, but no amount shall be paid for anticipated profit on unperformed services.

5.2 Termination for Cause.

Should **CONTRACTOR** default in the performance of any covenant, condition, or agreement contained in this Agreement and the default is not cured

within thirty (30) days after written notice of the default is served on **CONTRACTOR** by **CITY** then **CITY**, in addition to any other remedies at law or equity, may terminate this Agreement. **CONTRACTOR** shall be compensated for services which have been completed and accepted by **CITY**. **CONTRACTOR** shall be liable to **CITY** for any reasonable additional costs incurred to correct or cure unsatisfactory work performed by **CONTRACTOR** which, at **CITY'S** discretion, must be revised, in part or in whole, to complete the Project.

5.4 Procurement of Similar Services.

In the event this Agreement is terminated as provided by this Article, with or without cause, in whole or in part, **CITY** may procure any and all services as may be necessary to complete the Project.

5.5 Work Product.

In the event of termination of this Agreement, all finished or unfinished design, development and construction documents, data studies, drawings, maps and reports prepared by **CONTRACTOR** shall be delivered to the **CITY** within seven (7) days of **CONTRACTOR'S** receipt of termination notice, and at no additional cost to **CITY**. Any use of uncompleted documents without specific written authorization from **CONTRACTOR** shall be at **CITY'S** sole risk and without liability or legal expense to **CONTRACTOR**.

ARTICLE VI GENERAL PROVISIONS

6.1 Notices.

All notices and written communications sent by one party to the other shall be personally delivered or sent by registered or certified U.S. Mail postage prepaid, return receipt requested to the following addresses indicated below:

IF TO CITY: CITY MANAGER
 CITY OF LA HABRA
 P.O. Box 337
 La Habra, Ca. 90631

TO CONTRACTOR: West Coast Arborists, Inc.
 ATTN: Patrick Mahoney, President
 2200 E. Via Burton Street
 Anaheim, CA 92806

The effective date of any notice or written communications sent by one party to the other shall be the date received if by personal service, or 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark.

6.2 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 agreement whether verbal or written, concerning the same subject matter. This Agreement may be modified only by a writing signed by both parties.

6.3 Successors and Assigns.

This Agreement shall be binding on the successors and assigns of the parties. This Agreement may not be sold, transferred or assigned by either party, or by operation of law, to any other person or persons or business entity, without the other party's written permission. Any such sale, transfer or assignment, or attempted sale, transfer or assignment without written permission, may be deemed by the other party to constitute a voluntary termination of this Agreement and this Agreement shall thereafter be deemed terminated and void.

6.4 Subcontracts.

CONTRACTOR shall not subcontract any portion of the work required by this Agreement without prior written approval of **CITY**. All approved subcontracts, if any, shall be accomplished by a written instrument. Such instrument shall contain an expressed assumption by the subcontractor of all conditions and terms and covenants contained in this Agreement.

6.5 Equal Opportunity Employment.

CONTRACTOR represents that it is an equal opportunity employer and shall not discriminate either directly or indirectly against an employee or applicant for employment with **CONTRACTOR** on the basis of race, color, religion, national origin, ancestry, sexual preference, sex or age. **CONTRACTOR** shall also take affirmative steps to ensure that applicants are employed and employees are treated during employment without regard to race, color, religion, national origin, ancestry, sexual preference, sex, age, or other prohibited grounds.

6.6 Attorney's Fees.

If either party commences a legal action against the other party arising out of or in connection with this Agreement, the prevailing party in such litigation shall be entitled to have and recover reasonable attorney's fees and costs of suits.

6.7 Governing Law.

This Agreement shall be governed by and construed with the laws of the State of California. Any Action to enforce the terms of this Agreement or for the breach thereof shall be brought and tried in the County of Orange.

6.8 Time of Essence.

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

6.9 Right to Employ Other Contractors.

CITY reserves the right to employ other Contractors in connection with this Project.

6.10 Covenant Against Contingent Fees.

CONTRACTOR warrants that he/she/it has not employed or retained any company or person, other than a bona fide employee working with **CONTRACTOR**, to solicit or secure this Agreement, and that he/she/it has not paid or agreed to pay any company or person, other than a bona fide employee, any fee, commission, percentage, brokerage fee, gift, or any other consideration, contingent upon or resulting from the award or making of this Agreement. For breach or violation of this warranty, **CITY** shall have the right to annul this Agreement without liability or, in its discretion to deduct from **CONTRACTOR'S** compensation provided under this Agreement, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

6.11 Conflict of Interest.

CONTRACTOR covenants that he/she/it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with the performance of its Services hereunder. **CONTRACTOR** further covenants that in the performance of this Agreement, no person having any such conflict of interest shall be employed by **CONTRACTOR**.

6.12 Statement of Economic Interest.

If **CITY** determines **CONTRACTOR** comes within the definition of **CONTRACTOR** under the Political Reform Act (Government Code §87100 et. seq.), **CONTRACTOR** shall complete and file and shall require any other person doing work under this Agreement, to complete and file a "Statement of Economic Interest" with the City Clerk of the **CITY** disclosing **CONTRACTOR** and/or such other person's financial interests.

6.13 No Waiver of Breach; Time.

No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought referring expressly to this Paragraph. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.14 Third Party Beneficiaries.

Nothing contained in this Agreement shall be construed to create and the parties do not intend to create any rights in third parties.

6.15 Taxes.

CONTRACTOR agrees to file tax returns and pay all applicable taxes on amounts paid pursuant to this Agreement and shall be solely liable and responsible to pay such taxes and other obligations, including, but not limited to, state and federal income and FICA taxes. **CONTRACTOR** agrees to indemnify and hold **CITY** harmless from any liability which it may incur to the United States or to the State of California as a consequence of **CONTRACTOR'S** failure to pay, when due, all such taxes and obligations.

6.16 Compliance With Law.

CONTRACTOR shall comply with applicable federal, state and local laws, rules and regulations affecting the **CONTRACTOR** and his/her/its work hereunder.

6.17 Title to Documents.

Title to all plans, specifications, maps, estimates, reports, manuscripts, drawings, descriptions and other final work products compiled by **CONTRACTOR** under the Agreement shall be vested in **CITY**, none of which shall be used in any manner whatsoever, by any person, firm, corporation, or agency without the expressed written consent of **CITY**. Basic survey notes and sketches, charts, computations, and other data prepared or obtained under the Agreement shall be made available, upon request, to **CITY** without restriction or limitations on their use. **CONTRACTOR** may retain copies of the above described information but agrees not to disclose or discuss any information gathered, discussed or generated in any way through this Agreement without the written permission of **CITY** during the term of this Agreement or until ninety (90) days after receipt of final payment from **CITY**.

6.18 Validity.

The validity in whole or in part of any provision of this Agreement shall not void or affect the validity of any other provisions of this Agreement.

6.19 Headings.

Section and subsection headings are not to be considered part of this Agreement, are included solely for convenience, and are not intended to modify or explain or to be a full or accurate description of the content thereof.

6.20 Counterparts.

This Agreement may be executed in one or more counterparts by the parties hereto. All counterparts shall be construed together and shall constitute one agreement.

6.21 Corporate Authority.

The persons executing this Agreement on behalf of the Parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said Parties and that by doing so, the Parties hereto are formally bound to the provision of this Agreement.

6.22 Confidentiality.

All findings, reports, information and exhibits prepared or assembled by **CONTRACTOR** in connection with the performance of its professional services pursuant to this Agreement are confidential and **CONTRACTOR** agrees that they shall not be made available to any individual or organization without the prior consent of **CITY**. All findings, reports, information and exhibits shall become the property of **CITY**.

6.23 Responsibility for Errors.

CONTRACTOR shall be responsible for its own work and results under this Agreement, and shall not be responsible for any work by **CITY** performed prior to the date of this Agreement or for any other acts or omissions directly attributable to **CITY**. **CONTRACTOR**, when requested, shall furnish clarification and/or explanation as may be required by **CITY** regarding any services rendered under this Agreement at no additional cost to **CITY**. In the event that an error or omission attributable to **CONTRACTOR** occurs, then **CONTRACTOR** shall, at no cost to **CITY**, provide all necessary design drawings, estimates and other **CONTRACTOR** professional services, as authorized by this Agreement necessary to rectify and correct the matter to the sole satisfaction of **CITY** and to participate in any meeting required with regard to the correction.

6.24 Independent Contractor.

The parties hereto acknowledge and agree that the relationship between **CITY** and **CONTRACTOR** is one of principal and independent contractor and no other. Nothing contained in this Agreement shall create or be construed as creating a partnership, a joint venture, employment relations, or any other relationship except as set forth between the parties. The parties specifically acknowledge and agree that **CONTRACTOR** is not a partner with **CITY**, whether general or limited, and no activities of **CITY** or **CONTRACTOR** or statements made by **CITY** or **CONTRACTOR** shall be interpreted by any of the parties hereto as establishing any type of business relationship other than an independent contractor relationship.

NOTE: In the event the **CONTRACTOR'S** personal services are required, the following shall apply:

This Agreement is made on the express condition and understanding that West Coast Arborists, Inc.'s personal services are a substantial inducement to **CITY** for entering into this Agreement. If for any reason West Coast Arborists, Inc. should no longer be the responsible manager for **CONTRACTOR**, this Agreement shall be subject to immediate termination on written notice from **CITY**.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed the date and year first above written.

CITY OF LA HABRA:



CITY MANAGER

APPROVED AS TO FORM:



CITY ATTORNEY

ATTEST:

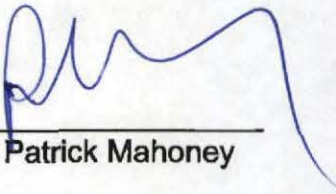


CITY CLERK

[SIGNATURES CONTINUE ON THE FOLLOWING PAGE]

COUNTER SIGNED:

West Coast Arborists Inc. (WCA)

By: 
NAME: Patrick Mahoney

9/10/14
DATE

TITLE: President

EXHIBIT "A"
SCOPE OF WORK AND SCHEDULE OF PERFORMANCE



July 31, 2014

City of La Habra
ATTN: Mark Compton
621 W. Lambert Road
La Habra, CA 90631

RE: TREE MAINTENANCE AGREEMENT

Dear Mr. Compton,

West Coast Arborists, Inc. (WCA) appreciates the work that you and your staff have provided during the past to help make the tree maintenance program a success for the residents of La Habra. We are proud to have created a successful partnership in the care of your urban forest.

In an effort to promote stability, and to guarantee citizens with quality tree care & customer service for years to come, we would like to express our interest in entering into a new contract under the "piggyback" approach. Just recently, the City of Baldwin Park conducted a formal request for bid for tree maintenance & management services and WCA was ultimately awarded a contract.

WCA agrees to provide such services to La Habra consistent with Baldwin Park's price schedule with the following clarifications:

- 1) "Street Tree Trimming," and the rate of \$37 per tree, will also include park tree trimming in La Habra so long as individual parks are trimmed on a regular basis and in its entirety. Individual trees to be trimmed will be charged the Crew Rental rate.
- 2) WCA recognizes that the City of La Habra occasionally utilizes other contractors for non-grid tree trimming services such as channel clearing and vegetation clearing. WCA has no exceptions.
- 3) At no cost to the City, WCA will complete a street and park tree inventory; deliverable during fiscal year 2014-2015 (Valued at \$2.00 per tree site.)
- 4) At no cost to the City, provide the City with Global Positioning Satellite (GPS) coordinates for each tree inventoried to be used as a tree layer in the City's GIS system.
- 5) At no cost to the City, WCA will provide access to our tree inventory program called ArborAccess with unlimited software support & training while under contract (valued at \$3,600 annually.)
- 6) WCA agrees to hold the unit prices the same for the first five (5) years of a possible 10-year agreement. Prices may be adjusted annually by the Consumer Price Index (CPI) after the fifth year.
- 7) Both parties agree that the new Agreement will contain a provision that allows either party to terminate the contract upon 30-day written notification.

We appreciate your ongoing efforts to make this Agreement a success for both the City and WCA and look forward to continuing our successful business relationship. Should you have any questions, or require additional information please do not hesitate to contact me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice President, Marketing

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745



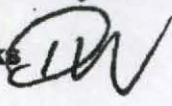

BALDWIN CITY OF BALDWIN PARK
P · A · R · K

CITY COUNCIL AGENDA

DEC 18

ITEM NO. 6

STAFF REPORT

TO: Honorable Mayor and Members of the City Council
FROM: Daniel Wall, Director of Public Works  
DATE: DECEMBER 18, 2013
SUBJECT: AWARD CONTRACT FOR CITYWIDE TREE TRIMMING SERVICES TO WEST COAST ARBORIST

PURPOSE

It is requested that the City Council award a one-year contract to West Coat Arborist, Inc. for Citywide Tree Trimming Services in the amount not to exceed \$95,000, with four optional one-year renewal extensions.

BACKGROUND

A well maintained urban forest contributes significant social, neighborhood, environmental and economic benefits to the community. Trees play an important role in creating safer, more livable neighborhoods, establishing community image, improving air quality and increasing property values.

The City of Baldwin Park is recognized by the Arbor Day Foundation as a Tree City, USA, and has an urban forest of more than 9,000 street trees. Historically, tree trimming has been done in-house by staff, and over the past decade has been supplemented by West Coast Arborist on an as-needed basis. Reductions in Public Works staff and equipment have diminished the City's ability to perform this work in a timely manner. This contract will ensure the proper maintenance and preservation of established trees that are essential to the continued health of the urban forest and the safety of the public through regular systematic tree trimming.

Under this contract and future extensions, every street tree in the City will be pruned every four to five years. This contract will also update the tree inventory system which has not been updated for over ten-years and establish a grid pruning program.

DISCUSSION

The work being performed under this contract will augment and complement the work being performed by the City's Tree Crew.

The Requests for Proposals (RFP) was advertised beginning on October 10, 2013 with a proposal submission deadline of October 23, 2013. Three proposals were received, reviewed, and evaluated by a staff. The following table lists the firms that submitted proposals, and their ranking.

Rank	Firm	Cost per Tree
1	West Coast Arborist, Inc.	\$37.00
2	United Pacific Services	\$47.00
3	George Salinas Tree Preservation	\$48.00

Under the proposed contract, West Coast Arborist will trim approximately 200 trees a month regardless of size at a cost of \$37 per tree. In addition the following optional services are also being offered under this contract:

Street Tree Aesthetic Trimming
Palm Tree Trimming
Tree and Stump Removal (hourly)

Emergency Work on an as needed basis

Call Out Three (3) man crew 24hrs response (hourly)

Additional service provided at No Cost To City

- Conduct a complete GPS street and park tree inventory
- Provide web based tree inventory program
- Keep System Current and Accurate
- Pictures or Video of "before" and "after" trimming when requested by City
- Update current Tree Master Plan

FISCAL IMPACT

The proposed annual contract for Tree Trimming Services is \$95,000. \$60,000 will come from the Landscaping and Lighting Assessment District revenues, and the remaining \$35,000 will come from Measure R funds. No General Fund money will be used to pay for this contract

RECOMMENDATION

Staff recommends that the City Council:

1. Award Maintenance Service Contract to West Coast Arborist, Inc. in the amount of \$95,000; and
2. Authorize the Mayor to execute the attached agreement.

ATTACHMENTS

1. Proof of State Contractor's License
2. Services Agreement

SERVICES AGREEMENT

THIS AGREEMENT is made and entered into this 18th day of December, 2013 by and between the City of Baldwin Park, ("City"), and West Coast Arborists, Inc. ("Consultant").

In consideration of the following mutual covenants, provisions and agreements, and other valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Consultant agree as follows:

1. SCOPE OF SERVICES. Consultant agrees to perform during the term of this Agreement, the tasks, obligations, and services set forth in the "Scope of Services" attached to and incorporated into this Agreement as "Technical Specifications".
2. COMPENSATION. City shall pay for the services performed by Consultant pursuant to the terms of this Agreement at the time and manner set forth in the "Schedule of Compensation" attached to and incorporated into this Agreement as Schedule of Compensation, in an amount not to exceed \$95,000 in the current City Fiscal Year.
3. TIME FOR PERFORMANCE. Time is of the essence in the performance of this Agreement. This is an annual contract with up to four one-year extensions upon mutual agreement of the parties.
4. AUDIT OR EXAMINATION. Consultant shall keep all records of funds received from City and make them accessible for audit or examination for a period of three years after final payments are issued and other pending matters.
5. STATUS OF CONSULTANT. Consultant shall provide all necessary personnel, equipment and material, at its sole expense, in order to perform the services required of it pursuant to this Agreement. For the purpose of this Agreement, Consultant shall be deemed, for all purposes, an independent contractor and shall have control of all work and the manner in which it is performed. Consultant shall be free to contract for similar services to be performed for other entities while under contract with City. Consultant is not an agent or employee of City, and is not entitled to participate in any pension plan, insurance, bonus or similar benefits City provides for its employees. Consultant shall be responsible to pay and hold City harmless from any and all payroll and other taxes and interest thereon and penalties, therefore, which may become due as a result of services performed hereunder.
6. ASSIGNMENT. This Agreement is for the specific services with Consultant as set forth herein. Any attempt by Consultant to assign the benefits or burdens of this Agreement without written approval of City is prohibited and shall be null and void; except that Consultant may assign payments due under this Agreement to a financial institution.
7. RIGHT TO UTILIZE OTHERS. City reserves the right to utilize others to perform work similar to the Services provided herein.
8. COMPLIANCE WITH LAW. Contract services shall be provided in accordance with the applicable laws and regulations of all governmental agencies that are in force at the time services are performed. Consultant shall be responsible for becoming aware of and staying abreast of all such laws and ensuring that all services provided hereunder conform with

Consultant Services Agreement – West Coast Arborists, Inc.

such laws. The terms of this Agreement shall be interpreted according to the laws of the State of California.

9. **LIABILITY.** Consultant shall indemnify, hold harmless, and defend City, its officials, officers, and employees against any and all actions, claims, damages, liabilities, losses or expenses of whatsoever kind, name or nature, including legal costs and reasonable attorneys' fees, whether or not suit is actually filed, and any judgment rendered against City and/or its officials, officers, or employees that may be asserted or claimed by any person, firm, or entity to the proportionate extent arising out of Consultants' negligent performance, or the negligent performance of its agents, employees, subcontractors, or invitees, as well as, negligent acts or omissions of Consultant, its agents, employees, subcontractors or invitees, however, this indemnity clause shall not apply if there is concurrent passive or active negligence on the part of City, or its officials, officers, agents or employees.

10. **INSURANCE.** Consultant shall maintain insurance coverage in accordance with the following during the course of its performance hereunder:

- (A) **Comprehensive General Liability Insurance** (including premises and operations, contractual liability, personal injury and independent Consultants' liability) with the following minimum limits of liability:
 - (1) Personal or Bodily Injury – \$1,000,000, single limit, per occurrence; and
 - (2) Property Damage -- \$1,000,000, single limit, per occurrence; or
 - (3) Combined single limits -- \$2,000,000.
- (B) **Comprehensive Automobile Liability Insurance** including as applicable own, hired and non-owned automobiles with the following minimum limits of liability:
 - (1) Personal or Bodily Injury -- \$1,000,000, single limit, per occurrence; and
 - (2) Property Damage -- \$1,000,000, single limit, per occurrence; or
 - (3) Combined single limits -- \$2,000,000.
- (C) **Professional Liability Insurance** with annual aggregates of \$1,000,000 or such other amount as may be approved in writing by the City.
- (D) **Worker's Compensation Insurance** that complies with the minimum statutory requirements of the State of California.
- (E) **Prior to commencement of services hereunder, Consultant shall provide City with a certificate of Insurance reflecting the above, and an endorsement for each policy of insurance which shall provide:**
 - (1) the City, and its officials, officers, agents and employees are named as additional insured and Worker's Compensation);
 - (2) the coverage provided shall be primary and Worker's Compensation) as respects to City, its officials, officers, agents or employees; moreover, any insurance or self-insurance maintained by City or its officials, officers, agents or employees shall be in excess of Consultants' insurance and not contributed with it.
 - (3) The insurer shall provide at least thirty (30) days prior written notice to City of cancellation or of any material change in coverage before such change or cancellation becomes effective.

Consultant Services Agreement – West Coast Arborists, Inc.

- (F) With respect to Workers' Compensation Insurance, the insurer shall agree to waive all rights of subrogation against City and City personnel for losses arising from work performed by Consultant for City, and the insurer's agreement in this regard shall be reflected in the Workers' Compensation Insurance endorsement.

11. OWNERSHIP OF DOCUMENTS. All of the documents required to be prepared pursuant hereto shall, upon the completion thereof, be deemed for all purposes to be the property of City. City's ownership of documents includes any and all analysis, computations, plans, correspondence and/or other pertinent data, information, documents, and computer media, including disks and other materials gathered or prepared by Consultant in performance of this Agreement. Such work product shall be transmitted to City within ten (10) days after a written request therefore. Consultant may retain copies of such products.

12. RECORDS AND INSPECTIONS. Consultant shall maintain full and accurate records with respect to all services and matters covered under this Agreement. City shall have free access at all reasonable times to such records, and the right to examine and audit the same and to make transcripts there from, and to inspect all program data, documents, proceedings and activities. Consultant shall maintain an up-to-date list of key personnel and telephone numbers for emergency contact after normal business hours.

13. TAXPAYER IDENTIFICATION NUMBER. Consultant shall provide City with a complete Request for Taxpayer Identification Number and Certification, Form W-9, as issued by the Internal Revenue Service.

14. CONFLICT OF INTEREST. Consultant agrees that any conflict or potential conflict of interest shall be fully disclosed prior to execution of contract and Consultant shall comply with all applicable federal, state and county laws and regulations governing conflict of interest.

15. POLITICAL ACTIVITY/LOBBYING CERTIFICATION. Consultant may not conduct any activity, including any payment to any person, officer, or employee of any governmental agency or body or member of Congress in connection with the awarding of any federal contract, grant, loan, intended to influence legislation, administrative rulemaking or the election of candidates for public office during time compensated under the representation that such activity is being performed as a part of this Agreement.

16. RIGHT TO TERMINATE. City may terminate this Agreement at any time, with or without cause, in its sole discretion, with thirty (30) days written notice.

17. EFFECT OF TERMINATION. Upon termination as stated in Paragraph "16" of this Agreement, City shall be liable to Consultant only for work performed by Consultant up to and including the date of termination of this Agreement, unless the termination is for cause, in which event Consultant need be compensated only to the extent required by law. Consultant shall be entitled to payment for work satisfactorily completed to date, based on proration of the compensation set forth in Exhibit "B" attached hereto. Such payment will be subject to City's receipt of a close-out billing.

18. LITIGATION FEES. Should litigation arise out of this Agreement for the performance thereof, the court shall award costs and expenses, including reasonable attorney's

Consultant Services Agreement – West Coast Arborists, Inc.

fees, to the prevailing party. In awarding attorney's fees, the court shall not be bound by any court fee schedule but shall award the full amount of costs, expenses and attorney's fees paid and/or incurred in good faith. "Prevailing Party" shall mean the party that obtains a favorable and final judgment. Should litigation occur, venue shall be in the Superior Court of Los Angeles County. This paragraph shall not apply and litigation fees shall not be awarded based on an order or otherwise final judgment that results from the parties' mutual settlement, arbitration, or mediation of the dispute.

19. COVENANTS AND CONDITIONS. Each term and each provision of this Agreement to be performed by Consultant shall be construed to be both a covenant and a condition.

20. INTEGRATED AGREEMENT. This Agreement represents the entire Agreement between the City and Consultant. No verbal agreement or implied covenant shall be held to vary the provisions of this agreement. This Agreement shall bind and inure to the benefit of the parties to this Agreement, and any subsequent successors and assigns.

20. MODIFICATION OF AGREEMENT. This Agreement may not be modified, nor may any of the terms, provisions or conditions be modified or waived or otherwise affected, except by a written amendment signed by all parties.

21. DESIGNATED REPRESENTATIVES. The Consultant Representative (A) designated below shall be responsible for job performance, negotiations, contractual matters, and coordination with the City. The City Representative (B) designated below shall act on the City's behalf as Project Manager.

(A) **CONSULTANT**
West Coast Arborists, Inc.,
2200E. Via Burton Street
Anaheim, CA 92806

(B) Daniel Wall, P.E.
Director of Public Works
City of Baldwin Park
14403 East Pacific Avenue
Baldwin Park, CA 91706

22. NOTICES. Notices pursuant to this Agreement shall be in writing and may be given by personal delivery or by mail. Notices shall be directed to City's Designated Representative identified in Paragraph "21" of this Agreement. Consultant shall send a copy of all notices to the City Attorney.

City Attorney:
Joseph Pannone / Aleshire & Wynder, LLP
Continental Park Terrace
2361 Rosecrans Avenue, Suite 475
El Segundo, CA 90245-4916
(310) 527-6663


SAFETY. Neither the professional activities of consultant, nor the presence of Consultant's employees or sub-consultants at the construction/project site(s), shall relieve the General

Consultant Services Agreement – West Coast Arborists, Inc.

Contractor(s) of their obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the Work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies.

IN WITNESS WHEREOF, the parties have executed this Agreement on the day first above written.

CITY OF BALDWIN PARK

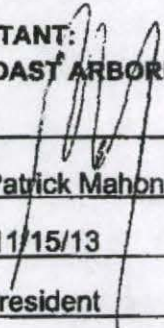
By: 
Manuel Lozano, Mayor

Dated: 12/18/13

ATTEST:


City Clerk

CONSULTANT:
WEST COAST ARBORISTS, INC.

By: 
Name: Patrick Mahoney

Dated: 11/15/13

Title: President

Address: 2200 E. Via Burton

Anaheim, CA 92806

Telephone: (714)991-1900

Exhibit A

Scope of Services

City of Baldwin Park
Technical Specifications

RFP2013-1
TREE TRIMMING SERVICES CONTRACT

NOTICE: "SPECIAL INSTRUCTIONS TO THE BIDDER"

The intent of this document is to solicit proposals from highly trained and qualified contractors with experience in providing Tree Trimming Services. The City is looking for the most responsive and responsible contractor that will be committed to provide the best level of service in maintaining the City's trees. Through a competitive qualification and bid based procurement process, the City of Baldwin Park intends to enter into an agreement with a qualified contractor for Tree Trimming Services.

The contractor will be expected to use its own equipment, tools, traffic control and manpower to trim the City's trees. The contractor will also be responsible for material disposal.

Services: Bidder shall complete right-hand column indicating brief reasoning for exceptions to requirements when not acceptable. State "Acceptable" if requirements are agreeable as set forth in left-hand column.

Equipment: Bidder shall complete right-hand column indicating specific size and/or make and model of all components when not exactly as specified. State "As Specified" if item is exactly as set forth in the left-hand column.

FAILURE TO COMPLETE RIGHT HAND COLUMN WILL INVALIDATE BID

CATEGORY I	ACCEPTABLE / AS SPECIFIED
1. <u>GENERAL SERVICES</u> General services will consist of: A. Street trimming B. Street tree aesthetic trimming C. Tree and stump removal (hourly basis)	Acceptable

<p>For clarification, street tree trimming is raising the skirt and removing any hazardous limbs. Aesthetic trimming is raising the skirt, removing all dead or dying limbs, thinning, shaping, and crown reduction as needed.</p> <p>Please provide a cost breakdown for each section that is serviced in categories A-E.</p> <p>All trees assigned for trimming in any given month should be trimmed in thirty (30) working days or less.</p> <p>General Services will not include emergency service calls.</p> <p>The trimming will be request-driven and trees will vary in size according to the request. We have mature trees and developing trees and the best way to get a feel for the size of trees is to drive different areas of the City and look at the trees. Approximately 200 trees will be assigned for trimming each month.</p>	<p>Acceptable</p>
<p>2. <u>SCHEDULE</u></p> <p>The Contractor shall meet with the City representative on Monday's between 9:30 a.m. and 10:00 a.m. in the City Yard office for the purpose of reviewing the week's work, receiving special instructions, and discussing any problems encountered on the job.</p> <p>A list of the City trees that need work shall be given to the Contractor monthly, or more frequently if deemed necessary. The City will provide maps and location of trees requiring maintenance.</p>	<p>Acceptable</p>
<p>3. <u>EMERGENCY WORK CALL OUT</u></p> <p>Three (3) men including all necessary equipment/disposal fees included and zero material markup.</p> <p>Emergency response should be within 24 hours. A cost per hour per emergency shall also be proposed. This must include all manpower, equipment, tools, traffic control and disposal costs. The emergency call out includes travel time.</p>	<p>Acceptable</p>

<p>4. <u>STANDARDS OF PERFORMANCE</u></p> <p>Services shall be performed under the Contract 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. The contractor represents and maintains that it is highly skilled in the professional calling necessary to perform Tree Trimming Services. The contractor warrants that all employees and subcontractors shall have sufficient skill and experience to perform the services assigned to them.</p>	<p>Acceptable</p>
<p>5. <u>QUALIFICATIONS/LICENSES</u></p> <p>Qualified personnel shall perform all services. The contractor represents that it, its employees and subcontractors have all licenses, including the State of California Contractors License, License types (D-49, C-61, C-27). Permits, certifications, qualification and approvals of whatever nature that are legally required to perform the services, including a City business license, and that such license and approvals shall be maintained throughout the term of this contract.</p>	<p>Acceptable</p>
<p>6. <u>SUBCONTRACTORS</u></p> <p>The contractor must disclose all subcontractors prior to being awarded the bid.</p>	<p>Acceptable</p>
<p>7. <u>EQUIPMENT AND PERSONNEL</u></p> <p>A. The contractor will provide all equipment and trained personnel to provide timely tree trimming services. Provide a feedback mechanism to keep the City informed on the status of each tree that is trimmed or completed work. The crew leader must be a certified Arborist.</p>	<p>As Specified</p>

<p>8. <u>FIXED FEE</u></p> <p>Provide a pricing proposal that is a fixed fee per tree. Also include a cost per inch of trunk diameter on complete tree and stump removals.</p> <p>Prevailing wage must be paid for the term of this contract. Prevailing wage reports shall accompany all invoices.</p>	<p>Acceptable</p>
<p>9. <u>EXPERIENCE</u></p> <p>The contractor shall be knowledgeable of matters pertaining to tree trimming services. The contractor must have a minimum of five (5) years experience in providing quality tree trimming services. All crewmembers performing trimming services must also have an Arborist license. The City of Baldwin Park desires a contractor that considers tree-trimming services a high priority.</p>	<p>Acceptable</p>
<p>10. <u>WASTE DISPOSAL</u></p> <p>All tree branches, brush, tree trunks and other materials produced as a result of the contractor's operations under this contract become the property of the contractor. The contractor will be required to reduce, reuse, recycle and/or transform all materials whenever possible. Their materials shall not be deposited in a landfill.</p> <p>Ensure all waste materials generated from the service are properly disposed of in accordance with all applicable laws and regulations. All costs for waste disposal are to be included in the contract price. Provide details of method of disposal or name and license number of the company that will provide these services for you.</p> <p>The contractor must turn in all dump and weight slips for waste disposal.</p>	<p>Acceptable</p>
<p>11. <u>BROCHURES</u></p> <p>The contractor will provide brochures that are suitable to the Public Works Director, or his/her designee, that describe the tree trimming process and should be readily accessible to the citizens of Baldwin Park. These brochures should be available in both English and Spanish. A sample brochure must be included with your bid submission.</p>	<p>Acceptable</p>

<p>12. BILLING</p> <p>Billing is to be by address and include tree species, caliper, variety (botanical and common), trim date, condition and appropriate data acceptable to the Public Works Director, or his/her designee.</p>	<p>Acceptable</p>
<p>13. TREE INVENTORY DATABASE</p> <p>The Operations and Maintenance Division maintains a database of the existing trees in the City. The contractor will be responsible for providing the City with information to keep the system current and accurate.</p>	<p>Acceptable</p>
<p>14. PICTURES</p> <p>The contractor is to supply, at no cost to the City, some representative pictures or video of "before" and "after" trimming that are suitable for reproduction when requested by the City.</p>	<p>Acceptable</p>
<p>15. CONTRACT LENGTH</p> <p>The length of this contract shall be for one (1) year with four (4) one-year extensions at the City's option.</p>	<p>Acceptable</p>
<p>16. REFERENCE LIST</p> <p>Provide three (3) local government agencies and/or company's previous or current contact references that support your ability to provide Tree Trimming Services.</p>	<p>Acceptable</p>
<p>17. CONTRACTOR NON-COMPLIANCE</p> <p>A. If the Public Works Director, or his/her designee, determines that there are deficiencies in the performance of this Agreement, the Public Works Director, or his/her designee, will provide a written notice to the contractor stating the deficiencies and specifying a time frame to correct the specified deficiencies. This time frame shall be at least a 30 day notice or as determined by the Public Works Director, or his/her designee, to correct the specified deficiencies.</p>	<p>Acceptable</p>

<p>B. Should the contractor fail to correct any deficiencies within the stated time frame, the Public Works Director, or his/her designee, may exercise the following measures:</p> <ol style="list-style-type: none">1. Deduct from the contractor's payment the amount necessary to correct the deficiency, including City overhead costs and impose a deficiency deduction.2. Withhold the entire or partial payment.3. Terminate the contract.	<p>Acceptable</p>
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Exhibit B

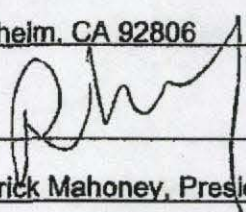
Schedule of Compensation

PRICE FORM

REQUEST FOR QUOTES: RFP2013-1

DESCRIPTION OF RFP: Citywide Tree Trimming Services

COMPANY NAME/ADDRESS: West Coast Arborists, Inc.
2200 E. Via Burton
Anaheim, CA 92806

NAME OF AUTHORIZED REPRESENTATIVE 

PRINT NAME Patrick Mahoney, President

TELEPHONE NO. (714) 991-1900

FAX NO. (714) 991-1027

A. GENERAL SERVICES	FIRM FIXED PRICE
1. Cost per Street Tree Trimming	\$ <u>37.00</u>
2. Cost per Palm Tree Trimming	\$ <u>37.00</u>
3. Cost per Inch of Trunk Diameter on Tree and Stump Removal (hourly)	\$ <u>19.00</u>
	\$ <u>N/A</u>

Price Form (Continued)

B.

EMERGENCY WORK

- 1. Call Out Cost per Hour
(includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markup)

\$ 60.00/ man hour

TOTAL: \$ 153.00

C. OTHER

Please see additional sheet. \$ _____

_____ \$ _____

Attach additional pages, if necessary, for other services not listed above.

PRICE FORM (continued)

Effective on or about January 1, 2014 through December 30, 2015 plus Four (4) single-year renewal options, for City's partial requirements, on an as-needed basis, with no guaranteed usage.

Option year one, if exercised, shall be effective January 1, 2015 through December 30, 2016.

Option year two, if exercised, shall be effective January 1, 2016 through December 30, 2017.

Option year three, if exercised, shall be effective January 1, 2017 through December 30, 2018.

Option year four, if exercised, shall be effective January 1, 2018 through December 30, 2019.

Are there any other additional or incidental costs that will be required by your firm in order to meet the requirements of the Proposal Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs:
Please see attached sheet. This is at the City's discretion.

Please indicate any elements of the Proposal Specifications that cannot be met by your firm. _____

None.

Have you included in your proposal all informational items and forms as requested? Yes
/ No (circle one). If you answered "No", please explain:

This offer shall remain firm for 120 days from RFP close date. Terms and conditions as set forth in this RFP apply to this proposal.

Cash discount allowable 2.0 % 20 days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Offeror(s) warrants that all certifications and documents requested herein are attached and properly completed and signed.



CITY OF BALDWIN PARK - SCHEDULE OF COMPENSATION

EXTRA WORK:

Service Request Pruning		
Small variety, (0-6" dbh)	per tree	\$37.00
Medium variety, (7-18" dbh)	per tree	\$95.00
Large variety, (19-24" dbh)	per tree	\$175.00
Extra Large variety, (over 25" dbh)	per tree	\$265.00
Crown Restoration Pruning (i.e., Ficus, Pine, & Elm trees)	per tree	\$225.00
Tree only removal	Inch (DBH)	\$13 .00
Stump only removal	Inch	\$9.00
Palm Tree Skinning	Per foot	\$15.00
Tree Planting:		
15 gallon tree with root barrier	Each	\$110.00
15 gallon tree without root barrier	Each	\$95.00
24 inch box with root barrier	Each	\$225.00
24 inch box without root barrier	Each	\$200.00
Tree Watering	Day	\$400.00
Crew Rental (3 men, aerial unit, dump truck and chipper)	Hourly	\$180.00
Crew Rental (2 men with equipment)	Hourly	\$120.00
Crew Rental (1 man with equipment)	Hourly	\$60.00
Emergency call out (Evening, Holiday And or Weekend)	Man Hour	\$60.00
Standard Tree Inventory with Tree Maintenance Contract	Lump Sum	No Fee
Specialty Equipment Rental	per hour	\$120.00
Arborist Services	per hour	\$120.00

West Coast Arborists, Inc.



COOPERATIVE PURCHASING

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

PRICE GUARANTEE

WCA agrees to hold these unit rates the same over a two year period until June 30, 2015.

CONTRACT EXTENSION

The City of Baldwin Park at its option and with WCA's concurrence, may renew this contract for additional one year periods, on the same terms and conditions as provided herein. This option may be exercised only if the CONTRACTOR demonstrates superior performance in the provision of tree maintenance services during the prior contract term.

EXHIBIT "B"
COMPENSATION RATES AND CHARGES



July 31, 2014

City of La Habra
ATTN: Mark Compton
621 W. Lambert Road
La Habra, CA 90631

RE: TREE MAINTENANCE AGREEMENT

Dear Mr. Compton,

West Coast Arborists, Inc. (WCA) appreciates the work that you and your staff have provided during the past to help make the tree maintenance program a success for the residents of La Habra. We are proud to have created a successful partnership in the care of your urban forest.

In an effort to promote stability, and to guarantee citizens with quality tree care & customer service for years to come, we would like to express our interest in entering into a new contract under the "piggyback" approach. Just recently, the City of Baldwin Park conducted a formal request for bid for tree maintenance & management services and WCA was ultimately awarded a contract.

WCA agrees to provide such services to La Habra consistent with Baldwin Park's price schedule with the following clarifications:

- 1) "Street Tree Trimming," and the rate of \$37 per tree, will also include park tree trimming in La Habra so long as individual parks are trimmed on a regular basis and in its entirety. Individual trees to be trimmed will be charged the Crew Rental rate.
- 2) WCA recognizes that the City of La Habra occasionally utilizes other contractors for non-grid tree trimming services such as channel clearing and vegetation clearing. WCA has no exceptions.
- 3) At no cost to the City, WCA will complete a street and park tree inventory; deliverable during fiscal year 2014-2015 (Valued at \$2.00 per tree site.)
- 4) At no cost to the City, provide the City with Global Positioning Satellite (GPS) coordinates for each tree inventoried to be used as a tree layer in the City's GIS system.
- 5) At no cost to the City, WCA will provide access to our tree inventory program called ArborAccess with unlimited software support & training while under contract (valued at \$3,600 annually.)
- 6) WCA agrees to hold the unit prices the same for the first five (5) years of a possible 10-year agreement. Prices may be adjusted annually by the Consumer Price Index (CPI) after the fifth year.
- 7) Both parties agree that the new Agreement will contain a provision that allows either party to terminate the contract upon 30-day written notification.

We appreciate your ongoing efforts to make this Agreement a success for both the City and WCA and look forward to continuing our successful business relationship. Should you have any questions, or require additional information please do not hesitate to contact me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice President, Marketing

West Coast Arborists, Inc.

2200 E. Via Burton Street • Anaheim, CA 92806 • 714-991-1900 • 800-521-3714 • Fax 714-956-3745

Exhibit B

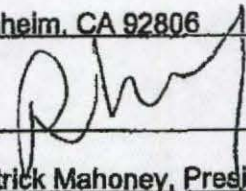
Schedule of Compensation

PRICE FORM

REQUEST FOR QUOTES: RFP2013-1

DESCRIPTION OF RFP: Citywide Tree Trimming Services

COMPANY NAME/ADDRESS: West Coast Arborists, Inc.
2200 E. Via Burton
Anaheim, CA 92806

NAME OF AUTHORIZED REPRESENTATIVE


PRINT NAME Patrick Mahoney, President

TELEPHONE NO. (714) 991-1900

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3. Cost per Inch of Trunk Diameter on Tree and Stump Removal (per day)	\$ <u>19.00</u>
	\$ <u>N/A</u>

Price Form (Continued)

B.	EMERGENCY WORK
1. Call Out Cost per Hour (includes all manpower, equipment, tools, traffic control, disposal costs, and zero material markup)	\$ <u>60.00/ man hour</u>
	TOTAL: \$ <u>153.00</u>
C. OTHER	
<u>Please see additional sheet.</u>	\$ _____
_____	\$ _____

Attach additional pages, if necessary, for other services not listed above.

PRICE FORM (continued)

Effective on or about January 1, 2014 through December 30, 2015 plus Four (4) single-year renewal options, for City's partial requirements, on an as-needed basis, with no guaranteed usage.

Option year one, if exercised, shall be effective January 1, 2015 through December 30, 2016.

Option year two, if exercised, shall be effective January 1, 2016 through December 30, 2017.

Option year three, if exercised, shall be effective January 1, 2017 through December 30, 2018.

Option year four, if exercised, shall be effective January 1, 2018 through December 30, 2019.

Are there any other additional or incidental costs that will be required by your firm in order to meet the requirements of the Proposal Specifications? Yes / No (circle one). If you answered "Yes", please provide detail of said additional costs:

Please see attached sheet. This is at the City's discretion.

Please indicate any elements of the Proposal Specifications that cannot be met by your firm. _____

None.

Have you included in your proposal all informational items and forms as requested? Yes
/ No (circle one). If you answered "No", please explain:

This offer shall remain firm for 120 days from RFP close date. Terms and conditions as set forth in this RFP apply to this proposal.

Cash discount allowable 2.0 % 20 days; unless otherwise stated, payment terms are: Net thirty (30) days.

In signing this proposal, Offeror(s) warrants that all certifications and documents requested herein are attached and properly completed and signed.



CITY OF BALDWIN PARK - SCHEDULE OF COMPENSATION

EXTRA WORK:

Service Request Pruning

Small variety, (0-6" dbh)	per tree	\$37.00
Medium variety, (7-18" dbh)	per tree	\$95.00
Large variety, (19-24" dbh)	per tree	\$175.00
Extra Large variety, (over 25" dbh)	per tree	\$265.00

Crown Restoration Pruning (i.e., Ficus, Pine, & Elm trees)	per tree	\$225.00
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Tree only removal	Inch (DBH)	\$13 .00
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Stump only removal	Inch	\$9.00
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Palm Tree Skinning	Per foot	\$15.00
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Tree Planting:

15 gallon tree with root barrier	Each	\$110.00
15 gallon tree without root barrier	Each	\$95.00
24 inch box with root barrier	Each	\$225.00
24 inch box without root barrier	Each	\$200.00

Tree Watering	Day	\$400.00
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Crew Rental (3 men, aerial unit, dump truck and chipper)	Hourly	\$180.00
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Crew Rental (2 men with equipment)	Hourly	\$120.00
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Crew Rental (1 man with equipment)	Hourly	\$60.00
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Emergency call out (Evening, Holiday And or Weekend)	Man Hour	\$60.00
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Standard Tree Inventory with Tree Maintenance Contract	Lump Sum	No Fee
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Specialty Equipment Rental	per hour	\$120.00
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Arborist Services	per hour	\$120.00
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West Coast Arborists, Inc.



COOPERATIVE PURCHASING

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

PRICE GUARANTEE

WCA agrees to hold these unit rates the same over a two year period until June 30, 2015.

CONTRACT EXTENSION

The City of Baldwin Park at its option and with WCA's concurrence, may renew this contract for additional one year periods, on the same terms and conditions as provided herein. This option may be exercised only if the CONTRACTOR demonstrates superior performance in the provision of tree maintenance services during the prior contract term.

Certificate of Insurance

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED, ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL. SUBLIMIT/LIMITS NOT LISTED BELOW.

This is to Certify that

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

RECEIVED
JUN 18 2018
NAME AND ADDRESS
OF INSURED
HUMAN RESOURCES
DEPARTMENT



Liberty Mutual.
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
			COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	EMPLOYERS LIABILITY
WORKERS COMPENSATION Statutory Limits	7/1/2019 ✓	WA7-66D-039499-078		Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2019 ✓ RETRO DATE	TB2-661-039499-018	General Aggregate \$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Each Occurrence \$1,000,000 Personal & Advertising Injury \$1,000,000 Per Person / Organization Other Damage to premises rented to you \$300,000 Other Medical Expense \$5,000	
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2019 ✓	AS7-661-039499-038	\$2,000,000	Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence
OTHER Umbrella Excess Liability	7/1/2018 - 7/1/2019 ✓	TH7-661-039499-048	\$5,000,000 Per Occurrence/Aggregate	

ADDITIONAL COMMENTS
RE: All jobs performed by the named insured during the policy term. Per form CG 2010, (City of La Habra is additional insured under the General Liability policy if required by a written contract with the Named Insured, but only for the coverages and limits provided by the policy and the additional insured endorsement.

* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

NOTICE OF CANCELLATION: (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTH. AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual
Insurance Group**

Certificate Holder
City of La Habra
201 East La Habra Boulevard
La Habra CA 90631

#233
[Signature]

[Signature] *Elaine Ulan*

Elaine Ulan
AUTHORIZED REPRESENTATIVE
0564408
Los Angeles / 0603
818 W 7th Street, Suite 850
Los Angeles CA 90017 213-443-0782 6/12/2018
OFFICE PHONE DATE ISSUED

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART

A. Section II – Who Is An Insured is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury" or "property damage" caused, in whole or in part, by "your work" at the location designated and described in the Schedule of this endorsement performed for that additional insured and included in the "products-completed operations hazard".

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following is added to Section III – Limits Of Insurance:

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

**Name Of Additional Insured Person(s)
Or Organization(s):**

Location And Description Of Completed Operations

All persons or organizations with whom you have entered into a written contract or agreement, prior to an occurrence or offense, to provide additional insured status.

All locations as required by a written contract or agreement entered into prior to an occurrence or offense.

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

A. **Section II – Who Is An Insured** is amended to include as an additional insured the person(s) or organization(s) shown in the Schedule, but only with respect to liability for "bodily injury", "property damage" or "personal and advertising injury" caused, in whole or in part, by:

1. Your acts or omissions; or
2. The acts or omissions of those acting on your behalf;

in the performance of your ongoing operations for the additional insured(s) at the location(s) designated above.

However:

1. The insurance afforded to such additional insured only applies to the extent permitted by law; and
2. If coverage provided to the additional insured is required by a contract or agreement, the insurance afforded to such additional insured will not be broader than that which you are required by the contract or agreement to provide for such additional insured.

B. With respect to the insurance afforded to these additional insureds, the following additional exclusions apply:

This insurance does not apply to "bodily injury" or "property damage" occurring after:

1. All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the location of the covered operations has been completed; or
2. That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

C. With respect to the insurance afforded to these additional insureds, the following is added to **Section III – Limits Of Insurance:**

If coverage provided to the additional insured is required by a contract or agreement, the most we will pay on behalf of the additional insured is the amount of insurance:

1. Required by the contract or agreement; or
2. Available under the applicable Limits of Insurance shown in the Declarations;

whichever is less.

This endorsement shall not increase the applicable Limits of Insurance shown in the Declarations.

SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s):

Location(s) Of Covered Operations

Any owner, lessee, or contractor for whom you have agreed in writing prior to a loss to provide liability insurance

Any location work is performed

Information required to complete this Schedule, if not shown above, will be shown in the Declarations.