

**CITY OF LA HABRA  
MAINTENANCE SERVICES AGREEMENT  
WITH  
WEST COAST ARBORISTS**

THIS AGREEMENT is made and entered into this 1<sup>st</sup> day of October, 2024 (“Effective Date”), by and between the CITY OF LA HABRA, a municipal corporation (“City”), and WEST COAST ARBORISTS, a California Corporation (“Contractor”).

**WITNESSETH:**

A. WHEREAS, City proposes to utilize the services of Contractor as an independent contractor to provide Tree Maintenance Services, as more fully described herein; and

B. WHEREAS, Contractor represents that it has that degree of specialized expertise contemplated within California Government Code Section 37103, and holds all necessary licenses to practice and perform the services herein contemplated; and

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

D. WHEREAS, the City is authorized by LHMC 4.20.070(C) to procure services through cooperative governmental pricing procedures; and

E. WHEREAS, the pricing for the Tree Maintenance Services provided under this Agreement was established through a competitive bidding process that resulted in a contract between Contractor and the City of South El Monte dated November 14, 2023; and

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

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

**1.0. SERVICES PROVIDED BY CONTRACTOR**

1.1. Scope of Services. Contractor shall provide the professional services described in Contractor’s Proposal (“Proposal”), attached hereto as Exhibit “A” and incorporated herein by this reference.

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

1.3. Performance to Satisfaction of City. Contractor agrees to perform all the work to the complete satisfaction of the City and within the hereinafter specified. Evaluations of the work will be done by the City Manager or his or her designee. If the quality of work is not satisfactory, City in its discretion has the right to:

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

1.4. Warranty. Contractor warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws, including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State, and local laws and ordinances applicable to the services required under this Agreement. Consultant warrants that it is not suspended or debarred from doing business with the United States government and can legally be paid from federal funds. Contractor shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Contractor's performance under this Agreement.

1.5. Non-discrimination. In performing this Agreement, Contractor shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender, or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay, or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor shall state that all qualified applicants will receive consideration for employment without regard to age, race, color, religion, sex, marital status, national origin, or mental or physical disability. Contractor shall cause the paragraphs contained in this Section to be inserted in all subcontracts for any work covered by the Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

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

1.7. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Contractor may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Contractor's sole cost and expense. All insurance requirements contained in this Agreement are independently

applicable to any and all subcontractors that Contractor may engage during the term of this Agreement.

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

## **2.0. COMPENSATION AND BILLING**

2.1. Compensation. Contractor shall be paid in accordance with the fee schedule set forth in Exhibit "A". Contractor's total annual compensation shall not exceed Four-Hundred Fourteen Thousand, Five-Hundred and Sixty-Eight Dollars (\$414,568.00), unless authorized herein.

2.2. Additional Services. Contractor shall not receive compensation for any services provided outside the scope of services specified in the Contractor's Proposal or which is inconsistent with or in violation of the provisions of this Agreement unless the City or the Project Manager for this Project, prior to Contractor performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. Should the City request in writing additional services that increase the hereinabove described "Scope of Services", an additional fee based upon the Contractor's standard hourly rates shall be paid to the Contractor for such additional services. Such increase in additional fees shall be limited to 10% of the total contract sum. The City Manager is authorized to approve a Change Order for such additional services. Where the original contract is \$35,000.00 or less, City Council approval shall be required prior to any increase bringing the total compensation to more than \$35,000.00.

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

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

## **3.0. TIME OF PERFORMANCE**

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule

approved by City as set forth in Exhibit "A". The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

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

#### **4.0. TERM AND TERMINATION**

4.1. Term. The term of this Agreement shall begin on October 1, 2024 and shall continue through June 30, 2027, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. This agreement may be renewed for two (2) additional one-year extensions, upon mutual agreement in writing by both City and Contractor; The first optional additional one-year period shall be from July 1, 2027 through June 30, 2028 and the second optional additional one-year period shall be from July 1, 2028 through June 30, 2029. The City Manager is authorized to sign and approve each of the one-year extensions.

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

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

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

- a. Be adjudged a bankrupt;
- b. Become insolvent or have a receiver of its assets or property appointed because of insolvency;
- c. Make a general assignment for the benefit of creditors;
- d. Default in the performance of any obligation or payment of any

indebtedness under this Agreement;

- e. Suffer any judgment against it to remain unsatisfied or unbonded of record for thirty (30) days or longer; or
- f. Institute or suffer to be instituted any procedures for reorganization or rearrangement of its affairs.

4.3. Compensation. In the event of termination, City shall pay Contractor for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination within thirty-five (35) days after service of the notice of termination. Compensation for work in progress shall be prorated based on the percentage of work completed as of the effective date of termination in accordance with the fees set forth herein. In ascertaining the professional services actually rendered hereunder up to the effective date of termination of this Agreement, consideration shall be given to both completed work and work in progress, to complete and incomplete drawings, and to other documents pertaining to the services contemplated herein whether delivered to the City or in the possession of the Contractor. City shall not be liable for any claim of lost profits.

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

## **5.0. INSURANCE**

5.1. Insurance. The Contractor and all subcontractors, if any, shall procure and maintain, at its sole cost and expense, in a form and content satisfactory to City, during the entire term of this Agreement including any extension thereof, insurance as set forth in [Exhibit "B"] attached hereto and incorporated herein by this reference.

Neither the City nor any of its officers, officials, agents, employees, or volunteers makes any representation that the types of insurance and the limits specified to be carried by Contractor under this Agreement are adequate to protect Contractor. If Contractor believes that any such insurance coverage is insufficient, Contractor shall provide, at its own expense, such additional insurance as Contractor deems adequate.

5.2. Deductible or Self-Insured Retention. If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.3. Certificates of Insurance. Contractor shall provide to City certificates of insurance showing the insurance coverages, as well as providing the City with the required endorsements, in a form and content approved by City, prior to performing any services under this Agreement. The certificates of insurance and endorsements shall be attached hereto as [Exhibit "C"] and incorporated herein by this reference.

5.4. Non-limiting. Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Contractor may be held responsible for payments of damages to persons or property.

## 6.0. GENERAL PROVISIONS

6.1. Entire Agreement. This Agreement constitutes the entire agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

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

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

6.3. Project Managers. City shall designate a Project Manager to work directly with Contractor in the performance of this Agreement. It shall be the Contractor's responsibility to assure that the Project Manager is kept informed of the progress of the performance of the services and the Contractor shall refer any decision, which must be made by City, to the Project Manager. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the Project Manager.

Contractor shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement and who shall not be changed by Contractor without the express written approval by the City. Contractor or its Project Manager shall attend and assist in all coordination meetings called by City.

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

IF TO CONTRACTOR:

West Coast Arborists, Inc.  
2200 E. Via Burton Street  
Anaheim, CA 92806  
Tel: 714-991-1900

Attn: Patrick Mahoney, President

IF TO CITY:

City of La Habra  
110 E. La Habra Boulevard  
La Habra, CA 90631  
Tel: 562-383-4170

Attn: Elias Saykali, Director of

## Public Works

6.5. Attorneys' Fees. In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

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

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

6.8. Indemnification and Hold Harmless. Consultant agrees to protect, defend, indemnify, and hold free and harmless the City, its officers, officials, agents, employees, and volunteers, at Consultant's sole expense, from and against any and all claims, liabilities, demands, actions, expenses, damages, suits or other legal proceedings brought against the City, its officers, officials, agents, employees, and volunteers arising out of or in any way connected with the performance of the Consultant, its employees, and/or authorized subcontractors' work undertaken pursuant to this Agreement including all acts or omissions, willful misconduct or negligent conduct, whether active or passive, on the part of the Consultant, its employees and/or subcontractors. The defense obligation provided for hereunder shall apply whenever any claim, action, complaint or suit asserts liability against the City, its officers, officials, agents, employees, and volunteers based upon the work performed by the Consultant, its employees, and/or authorized subcontractors under this Agreement, whether or not the Consultant, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable, and whether or not there is any evidence of fault or wrongdoing by the Consultant, its employees and/or its subcontractors. Notwithstanding the foregoing, the Consultant shall not be liable for the defense or indemnification of the City for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of the City. This provision shall supersede and replace all other indemnity provisions contained either in the City's specifications or Consultant's Proposal, which shall be of no force and effect. These indemnification provisions are independent of and shall not in any way be limited by the insurance requirements of this Agreement. City approval of the insurance required by this Agreement does not in any way relieve Contractor from liability under this section.

6.9. Independent Contractor. Contractor is and shall be acting at all times as an independent contractor and not as an employee of City. Contractor shall have no power to incur any debt, obligation, or liability on behalf of City or otherwise act on behalf of City as an agent. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its or employees are in any manner agents or

employees of City. Contractor shall secure, at its sole expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Contractor and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder. Contractor shall indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor further agrees to indemnify and hold City harmless from any failure of Contractor to comply with the applicable worker's compensation laws. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this paragraph.

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

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

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

6.12. Ownership of Documents. All findings, reports, documents, information, and data including, but not limited to, computer tapes or discs, preliminary notes, working documents, files, and tapes furnished or prepared by Contractor or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Contractor agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City but shall be made available to the City within ten (10) days of request or within ten (10) days of termination. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Contractor. City shall indemnify and hold harmless Contractor from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Contractor. Contractor shall deliver to City any findings, reports, documents, information, data, preliminary notes and working documents, in any form, including but not limited to, computer tapes, discs, files audio tapes, or any other Project related items as requested by City or its authorized representative, at no additional cost to the City. Contractor or Contractor's agents shall execute such documents as may be necessary from time to time to confirm City's ownership of the copyright in such documents.

6.13. Public Records Act Disclosure. Consultant has been advised and is aware that this Agreement and all reports, documents, information, and data, including, but not limited to, computer tapes, discs, or files furnished or prepared by Consultant, or any of its subcontractors, pursuant to this Agreement and provided to City may be subject to public disclosure as required by the California Public Records Act (California Government Code Section 7920.000 *et seq.*). Exceptions to public disclosure may be those documents or information that qualify as trade secrets, as that term is defined in the California Government Code Section 7924.510, and of which Consultant informs City of such trade secret. The City will endeavor to maintain as confidential all information obtained by it that is designated as a trade secret. The City shall not, in any way, be liable or responsible for the disclosure of any trade secret including, without limitation, those records so marked if disclosure is deemed to be required by law or by order of the Court.

6.14. Conflict of Interest. Contractor and its officers, employees, associates, and subcontractors, if any, will comply with all conflict-of-interest statutes of the State of California applicable to Contractor's services under this agreement, including, but not limited to, the Political Reform Act (Government Code Sections 81000, *et seq.*) and Government Code Section 1090. During the term of this Agreement, Contractor and its officers, employees, associates, and subcontractors shall not, without the prior written approval of the City Representative, perform work for another person or entity for whom Contractor is not currently performing work that would require Contractor or one of its officers, employees, associates, or subcontractors to abstain from a decision under this Agreement pursuant to a conflict of interest statute. Consultant's duties and services under this Agreement shall not include preparing or assisting the City with any portion of the City's preparation of a request for proposals, request for qualifications, or any other solicitation regarding a subsequent or additional contract with the City. The City shall at all times retain responsibility for public contracting, including with respect to any subsequent phase of this project. Consultant's participation in the planning, discussions, or drawing of project plans or specifications shall be limited to conceptual, preliminary, or initial plans or specifications. Consultant shall cooperate with the public entity to ensure that all bidders for a subsequent contract on any subsequent phase of this project, if any, have access to the same information, including all conceptual, preliminary, or initial plans or specifications prepared by Consultant pursuant to this Agreement.

6.15. Responsibility for Errors. Contractor shall be responsible for its work and results under this Agreement. Contractor, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, 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 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.

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

6.17. Order of Precedence. In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of any document, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, the conflict shall be resolved by giving precedence in the following order, if applicable: This Agreement, the City's Request for Proposals, the Contractor's Proposal.

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

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

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

6.21. Construction. The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

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

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

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

6.25. Counterparts. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

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

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

CITY OF LA HABRA,  
A municipal corporation

\_\_\_\_\_  
Daren Nigsarian, Mayor

Date: \_\_\_\_\_

ATTEST:

\_\_\_\_\_  
Rhonda J. Barone, CMC, City Clerk  
of the City of La Habra

CONTRACTOR: West Coast Arborists, Inc.

\_\_\_\_\_  
Signature 

Date: 09/27/24

\_\_\_\_\_  
Patrick Mahoney, President

APPROVED AS TO FORM:

\_\_\_\_\_  
Richard D. Jones, City Attorney

Date: \_\_\_\_\_

APPROVED AS TO INSURANCE:

\_\_\_\_\_  
Lucy Coelho-LaFreniere, Risk Manager

Date: \_\_\_\_\_

APPROVED AS TO CONTENT:

\_\_\_\_\_  
Mark Compton, Project Manager

Date: \_\_\_\_\_

DEPARTMENTAL APPROVAL:

\_\_\_\_\_  
Elias Saykali, Director of Public Works

Date: \_\_\_\_\_

**EXHIBIT A**

**SCOPE OF WORK AND RATE SCHEDULE**

## EXHIBIT "A"

### SCOPE OF SERVICES

#### I. GENERAL SERVICES:

Consultant will perform the following Services:

- A. General services will consist of:
  - i. Street and park tree trimming (Grid trimming)
  - ii. Street and park tree aesthetic trimming
  - iii. Tree and stump removal (DBH Diameter at Breast Height)

For clarification, park trimming includes 12 feet skirt clearance. Street tree trimming includes raising the skirt (14 feet street side and 12 feet sidewalk side) and removing any hazardous limbs. Aesthetic trimming is raising the skirt, removing all dead or dying limbs, thinning, shaping, lacing, and crown reduction as needed.

- B. All trees assigned for trimming in any given month should be trimmed in thirty (30) working days or less.
- C. 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 200-500 trees will be assigned for trimming each month (This excludes monthly service request work orders).
- D. Develop City-wide Tree Trimming Schedule: The Consultant shall develop a Citywide Tree Trimming Schedule ("Schedule") that ensures trees within the City are maintained on an annual basis; Schedule should consider species of trees and may recommend that certain trees are trimmed on an annual, bi-annual basis or 4-year trim cycle.
- E. Execute the City-wide Tree Trimming Schedule: Upon development of the Schedule, Consultant shall follow said Schedule to ensure that trees within the City are maintained according to Schedule, including complete removal and disposal services of all cut materials.
- F. Work that impacts the sidewalks of the City' s streets shall only commence when "Sidewalk Closed" signs are placed at either end of the area affected by the work.
- G. Work that impacts shoulders of City streets shall only commence when "Shoulder Work Ahead" signs are placed and include traffic cones placed around the area affected by the work.

H. On-call work must be authorized by the City in a written work order.

II. **SCHEDULE**

The Contractor shall meet with the City representative on Mondays between 9:30 a.m. and 10:00 a.m. in the City Yard office or phone conference for the purpose of reviewing the week's work, receiving special instructions, and discussing any problems encountered on the job.

A list of the City trees that need work shall be given to the Contractor monthly, or more frequently if deemed necessary. All scheduled work should be evaluated 36 hours prior and for no parking signs to be posted. The contractor is to notify Dig Alert when performing stump removals and planting trees.

III. **WORK PRODUCT**

As part of the Services, Consultant will prepare and deliver the following tangible work products to the City:

- A. Prior to conducting any work which will impact more than one lane of a City street, the Consultant shall submit a written traffic control plans. Work will only proceed upon the City's approval of the same.
- B. City-wide Tree Trimming Schedule.
- C. Updated Tree Inventory.
- D. Adhere to City working hours on scheduled work

IV. **TRAFFIC CONTROL**

The Contractor shall follow all traffic control standards. The latest version of the Watchbook: Work Area Traffic Control Handbook issued by BNi Building News provides a quick reference guide for traffic control standards and guidelines for Temporary Traffic Control zones. City of La Habra staff will provide two copies of the latest edition of the Watchbook to WCA administrative staff at the beginning of this agreement.

When performing work on Imperial Highway, Beach Boulevard, and Whittier Boulevard, A Notice of Intent is required to be filed with Caltrans in accordance with Caltrans procedures.

V. **MONTHLY CALL OUT WORK ORDERS**

Contractor shall perform monthly callout work orders from time to time. These work orders are provided to WCA by the City upon request. They are dependent upon need and when residential requests come into the City. Some months may have more than others.

VI. **EMERGENCY WORK CALL OUT**

Three (3) men including all necessary equipment/disposal fees included and zero material markup.

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.

VII. **REPORTS**

Monthly Status Reports are to be filed with the Public Works Director or his designee.

VIII. **REVIEW**

All work product is subject to review and acceptance by the City, and must be revised by the Consultant without additional charge to the City until found satisfactory and accepted by City.

IX. **PERSONNEL**

The following standards and requirements for personnel shall be followed by the contractor:

- A. Consultant's work shall be completed under the direction of an International Society of Arboriculture (ISA) certified arborist or a consulting arborist that is a member of the American Society of Consulting Arborists (ASCA).
- B. All work shall be performed to American National Standards Institute (ANSI) A300 standards.
- C. 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 La Habra desires a contractor that considers tree-trimming services a high priority.
- D. 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.

X. **BROCHURES**

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 La Habra. These brochures should be available in both English and Spanish. A sample brochure must be included with your bid submission.

XI. **BILLING**

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.

XII. **TREE INVENTORY DATABASE**

The contractor will be responsible for maintaining the existing tree inventory database in West Coast Arborist's ArborAccess web database. The contractor shall keep the inventory in the system current and accurate with the location and other information of trees which Consultant interacts with.

XIII. **PICTURES**

The contractor is to supply, at no cost to the City, some pictures of City-owned trees that are deemed potentially problematic by the contractor's field staff, due to decline, disease, and/or structure. These photos are to be uploaded by the contractor into the inventory system for the City's reference and for work history at no additional cost. The City staff will also have the ability to upload their own tree photos into the inventory system should they choose to do so.

XIV. **WASTE DISPOSAL**

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.

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.

## SCHEDULE OF COMPENSATION

I. Consultant shall perform the following tasks at the following rates:

DESCRIPTION	UNIT	UNIT PRICE
Routine Annual Tree Trimming on Grid Basis	per tree	\$ 64.00
<b>AESTHETIC OR SERVICE REQUEST PRUNING</b>		
0-6" dbh	per tree	\$ 64.00
7-12" dbh	per tree	\$ 144.00
13-18" dbh	per tree	\$ 200.00
19-24" dbh	per tree	\$ 270.00
25-36" dbh	per tree	\$ 344.00
37" dbh & over	per tree	\$ 344.00
<b>PALM TREE TRIMMING</b>		
Coco Palm, any size	per tree	
Washington Palm, any size	per tree	\$ 79.00
Canary Island Date Palm, any size	per tree	\$ 79.00
		\$ 200.00
<b>Tree Removal</b>		
Tree and stump removal 0-24"	per diameter inch	
Tree removals over 25" dbh	per diameter inch	\$ 54.00
Stump only removal	per inch	\$ 64.00
		\$ 22.00
<b><u>TREE PLANTING (Includes labor, tree and 90-day watering)</u></b>		
15-gallon tree	per tree	\$ 244.00
24-inch box tree	per tree	\$ 474.00
36-inch box tree	per tree	\$ 1,294.00
<b>TREE WATERING</b>	per day	\$ 800.00
<b>CREW RENTAL</b>		
3-man crew with equipment	per hour	\$ 300.00
2-man crew with equipment	per hour	\$ 200.00
1-man crew with equipment	per hour	\$ 100.00
<b>SPECIALTY EQUIPMENT</b>	per hour	\$ 174.00
<b>EMERGENCY RESPONSE</b>		
3-man crew with equipment (Evening, weekend, or holiday call-out)	per hour	\$ 420.00
<b><u>TREE INVENTORY SOFTWARE</u></b>	annually	\$ 0
<b>GPS INVENTORY</b>	per tree site	\$ 4.00
<b><u>TREE INVENTORY UPDATES</u></b> (Adding new sites and/or work history)	per hour	\$ 100.00

### **COOPERATIVE PURCHASE**

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

**EXHIBIT B**  
**INSURANCE REQUIREMENTS**

## EXHIBIT B

### INSURANCE REQUIREMENTS

The City reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances. If the existing policies do not meet the insurance requirements set forth herein, Contractor agrees to amend, supplement, or endorse the policies to do so.

Without limiting the indemnity provisions of this Agreement, Contractor shall procure and maintain in full force and effect during the term of this Agreement, the following policies of insurance.

#### 1. Minimum Scope and Limit of Insurance

- A. **Commercial General Liability (CGL)** which affords coverage at least as broad as Insurance Services Office “occurrence” form CG 00 01, including products and completed operations, property damage, bodily injury, and personal & advertising injury with limits no less than \$25,000,000 per occurrence and in the aggregate.

**Products-Completed Operations:** Contractor shall procure and submit to City evidence of insurance for a period of three (3) years from the time that all work under this Agreement is completed.

- B. **Automobile Liability** Insurance with coverage at least as broad as Insurance Services Office Form CA 00 01 covering any auto (Code 1), or if Contractor has no owned autos, coverage for hired autos (Code 8) and non-owned autos (Code 9) with limit no less than \$5,000,000 each accident for bodily injury and property damage.
- C. **Workers’ Compensation** as required by the State of California with statutory limits, and Employer’s Liability Insurance with a limit of not less than \$1,000,000 per accident for bodily injury or disease.
- D. **Professional Liability** with a limit of not less than \$5,000,000 each claim. Covered professional services shall specifically include all work to be performed under the Agreement and delete any exclusion that may potentially delete coverage for the work to be performed.
- E. **Contractors Pollution Legal Liability** covering all of Contractor’s operations to include onsite and offsite coverage for bodily injury (including death and mental anguish), property damage, non-owned disposal site liability, defense costs, cleanup costs, and pollution conditions that arise from or in connection with the transportation (including loading and unloading) by or on behalf of Contractor, of any waste or waste materials off or away from the project site. Coverage shall be provided for both sudden and accidental and gradual and continuous pollution events with limits no less than \$5,000,000 each loss and \$10,000,000 in the aggregate. The policy shall not exclude any hazardous materials for which there is exposure.

## 2. Endorsements

Insurance policies shall not be compliant if they include any limiting provision or endorsement contrary to this Agreement, including but not limited to restricting coverage to the sole liability of Contractor, excluding contractual liability or third party over actions. The following endorsements shall be provided to the City.

### A. **Commercial General Liability, Automobile Liability & Contractors Pollution Legal Liability Policies:**

1. **Additional Insured:** The City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW ADDITIONAL INSUREDS FOR YOUR CITY) as additional insureds for the liability and defense of suits or claims arising out of the work or operations performed by or on behalf of Contractor including materials, parts or equipment furnished in connection with such work or operations.

The commercial general liability additional insured endorsements shall be at least as broad as ISO Form(s) CG 20 10 11 85; or both the CG 20 10 or CG 20 26, and CG 20 37.

2. **Primary and Non-Contributory:** This insurance is primary to and will not seek contribution from any other insurance whether primary, excess, umbrella, or contingent insurance, including deductible, or self-insurance available to the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) as additional insureds.

The Commercial General liability primary endorsements shall be at least as broad as ISO CG 20 01 04 13.

### B. **Workers' Compensation:**

1. **Waiver of Subrogation:** Any right of subrogation against the City, its elected officials, officers, employees, volunteers, boards, agents, and representatives (REVIEW INSUREDS FOR YOUR CITY) shall be waived.

## 3. Insurance Obligations of Contractor

The City requires and shall be entitled to the Contractor's broader coverage and/or the higher limits if Contractor maintains broader coverage and/or higher limits than the minimums shown above. Any available insurance proceeds excess of the specified minimum limits of insurance and coverage shall be available to the City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

4. **Notice Of Cancellation**

Required insurance policies shall not be cancelled or coverage reduced until thirty (30) days written notice of cancellation has been served upon the City, except ten (10) days shall be allowed for non-payment of premium.

5. **Waiver Of Subrogation**

Required insurance policies shall not prohibit Contractor from waiving the right of subrogation prior to a loss. The Contractor shall waive all rights of subrogation against the indemnified parties and policies shall contain or be endorsed to contain such a provision. This provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer.

6. **Evidence Of Insurance**

All policies, endorsements, certificates, and/or binders shall be subject to approval by the City as to form and content. These requirements are subject to amendment or waiver only if approved in writing by the City. The City reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. The certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf. At least fifteen (15) days prior to the expiration of any such policy, evidence of insurance showing that such insurance coverage has been renewed or extended shall be filed with the City. If such coverage is cancelled or 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.

7. **Self-Insured Retention**

Self-insured retentions (SIR's) must be declared to and approved by the City. The City may require Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the SIR. The policy language shall provide, or be endorsed to provide, that the SIR may be satisfied by either the named insured or the City. Self-insured retentions shall be the sole responsibility of Contractor, or subcontractor who procured such insurance. The City may deduct from any amounts otherwise due Contractor to fund the SIR. The policy must also provide that defense costs, including the allocated loss adjustment expenses, will satisfy the SIR.

8. **Contractual Liability**

The coverage provided shall apply to the obligations assumed by Contractor under the indemnity provisions of this Agreement.

9. **Failure To Maintain Coverage**

The Contractor agrees to suspend and cease all operations hereunder during such time as the required insurance coverage is not in effect and evidence of insurance has not been furnished to the City. The City shall have the right to withhold any payment due until the Contractor has fully complied with the insurance provisions of this Agreement. If the Contractor's operations are suspended for failure to maintain

required insurance coverage, Contractor shall not be entitled to an extension of time for completion of the work because of production lost during suspension.

10. **Acceptability Of Insurers**

Each such policy shall be from a company or companies with a current A.M. Best's rating of no less than A:VII and authorized to do business in the State of California, or otherwise allowed to place insurance through surplus line brokers under applicable provisions of the California Insurance Code or any federal law. Any other rating must be approved in writing by the City.

11. **Claims Made Policies**

If coverage is written on a claims-made basis, the retroactive date of such insurance and all subsequent insurance shall coincide or precede the effective date of Contractor's initial Agreement with the City and continuous coverage shall be maintained, or an extended reporting period shall be exercised for a period of at least ten (10) years from termination or expiration of this Agreement.

12. **Excess Umbrella Liability Policies**

If any excess or umbrella liability policies are used to meet the limits of liability required by this Agreement, then said policies shall be "following form" of the underlying policy coverage, terms, conditions, and provisions and shall meet all the insurance requirements stated in this Agreement, including, but not limited to the additional insured, primary & non-contributory and waiver of subrogation insurance requirements stated herein. No insurance policies or self-insurance maintained by the City, whether primary, reinsurance or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until Contractor's primary and excess/umbrella liability policies are exhausted.

13. **Insurance For Subcontractors**

Contractor shall be responsible for causing subcontractors to purchase the same types and limits of insurance in compliance with the terms of this Agreement, including adding the City as an additional insured, providing primary and non-contributory coverage and waiver of subrogation to the subcontractor's policies. Commercial general liability additional insured endorsements shall be as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of both CG 20 38 and CG 20 40.

**EXHIBIT C**

**CERTIFICATES OF INSURANCE AND ENDORSEMENTS**



# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/10/2024

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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105	
	<b>E-MAIL ADDRESS:</b>	
<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
<b>INSURED</b> West Coast Arborists, Inc. 2200 E Via Burton Anaheim CA 92806 USA	<b>INSURER A:</b> Hartford Fire Insurance Co.      19682	
	<b>INSURER B:</b> Navigators Specialty Insurance Company      36056	
	<b>INSURER C:</b>	
	<b>INSURER D:</b>	
	<b>INSURER E:</b>	
	<b>INSURER F:</b>	

<b>COVERAGES</b>	<b>CERTIFICATE NUMBER: 570108101714</b>	<b>REVISION NUMBER:</b>
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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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATION WAIVED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> <b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR  GENL AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input checked="" type="checkbox"/> LOC OTHER:			72ECSS89301 SIR applies per policy terms & conditions	07/01/2024	07/01/2025	EACH OCCURRENCE      \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence)      \$1,000,000 MED EXP (Any one person) PERSONAL & ADV INJURY      \$2,000,000 GENERAL AGGREGATE      \$4,000,000 PRODUCTS - COMP/OP AGG      \$4,000,000
A	<input checked="" type="checkbox"/> <b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY			72 CSE S89302	07/01/2024	07/01/2025	COMBINED SINGLE LIMIT (Ea accident)      \$2,000,000 BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
B	<input type="checkbox"/> <b>UMBRELLA LIAB</b> <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION			SE24EXCZ059NKIC	07/01/2024	07/01/2025	EACH OCCURRENCE      \$5,000,000 AGGREGATE      \$5,000,000
A	<input checked="" type="checkbox"/> <b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N <input checked="" type="checkbox"/> N	N/A	72WNS89300 Workers Comp AZ CA	07/01/2024	07/01/2025	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT      \$1,000,000 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)

RE: All jobs performed by the named insured during the policy term. City of La Habra is included as Additional Insured in accordance with the policy provisions of the General Liability policy. General Liability and Automobile Liability policies evidenced herein are Primary and Non-Contributory to other insurance available to an Additional Insured, but only in accordance with the policy's provisions. A waiver of Subrogation is granted in favor of City of La Habra in accordance with the policy provisions of the General Liability, Automobile Liability and workers' Compensation policies. Excess Liability follows form over the General Liability, Automobile Liability and Employer's Liability policies.

<b>CERTIFICATE HOLDER</b>	<b>CANCELLATION</b>
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City of La Habra 110 E. La Habra Blvd. La Habra CA 90631 USA	SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.  <b>AUTHORIZED REPRESENTATIVE</b>  <i>Aon Risk Insurance Services West, Inc.</i>
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Holder Identifier : ABCDHJKO

Certificate No : 570108101714







# CERTIFICATE OF LIABILITY INSURANCE

DATE(MM/DD/YYYY)  
09/27/2024

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).

<b>PRODUCER</b> Aon Risk Insurance Services West, Inc. Los Angeles CA Office 707 Wilshire Boulevard Suite 2600 Los Angeles CA 90017-0460 USA	<b>CONTACT NAME:</b> PHONE (A/C. No. Ext): (866) 283-7122      FAX (A/C. No.): (800) 363-0105		
	<b>E-MAIL ADDRESS:</b>		
<b>INSURED</b> West Coast Arborists, Inc. 2200 E Via Burton Anaheim CA 92806 USA	<b>INSURER(S) AFFORDING COVERAGE</b>		<b>NAIC #</b>
	<b>INSURER A:</b> Ironshore Specialty Insurance Company		25445
	<b>INSURER B:</b>		
	<b>INSURER C:</b>		
	<b>INSURER D:</b>		
	<b>INSURER E:</b>		
<b>INSURER F:</b>			

**COVERAGES**      **CERTIFICATE NUMBER:** 570108546837      **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. **Limits shown are as requested**

INSR LTR	TYPE OF INSURANCE	ADDITIONAL INSURED	SUBROGATED	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
	<b>COMMERCIAL GENERAL LIABILITY</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> OCCUR  GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:						EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	
	<b>AUTOMOBILE LIABILITY</b> <input type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY ( Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	
	<b>UMBRELLA LIAB</b> <input type="checkbox"/> OCCUR <b>EXCESS LIAB</b> <input type="checkbox"/> CLAIMS-MADE <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE	
	<b>WORKERS COMPENSATION AND EMPLOYERS' LIABILITY</b> ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	<input type="checkbox"/> Y / <input type="checkbox"/> N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTHER E.L. EACH ACCIDENT E.L. DISEASE-EA EMPLOYEE E.L. DISEASE-POLICY LIMIT	
A	Contractors Pollution Liability			ICELLUW00144916 Env Contr Poll	01/01/2023	01/01/2025	Aggregate Limit Per Occurrence Limit SIR/Deductible	\$10,000,000 \$5,000,000 \$25,000

**DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)**  
RE: All jobs performed by the named insured during the policy term. City of La Habra is included as Additional Insured in accordance with the policy provisions of the Environmental Contractors Pollution Liability policy.

### CERTIFICATE HOLDER

City of La Habra  
110 E. La Habra Blvd.  
La Habra CA 90631 USA

### 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

*Aon Risk Insurance Services West, Inc.*

Holder Identifier :

570108546837

Certificate No :





# ADDITIONAL REMARKS SCHEDULE

AGENCY Aon Risk Insurance Services West, Inc.		NAMED INSURED West Coast Arborists, Inc.	
POLICY NUMBER See Certificate Number: 570108101714			
CARRIER See Certificate Number: 570108101714	NAIC CODE	EFFECTIVE DATE:	

**ADDITIONAL REMARKS**

**THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,  
 FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance**

Excess Liability

Excess Liability 5m xs 5m  
 Policy #03138990  
 Allied World National Assurance Company  
 Term: 7/1/2024-7/1/2025  
 Limit: \$5,000,000 Aggregate/Occurrence

Excess Liability 5m xs 10m  
 Policy #ELD30008477203  
 Endurance American Specialty Ins Co.  
 Term: 7/1/2024-7/1/2025  
 Limit: \$5,000,000 Aggregate/Occurrence

Excess Liability 4M po 8M xs 15M  
 Policy #US00130287LI24A  
 XL Insurance America Inc  
 Term: 7/1/2024-7/1/2025  
 Limit: \$4,000,000 Aggregate/Occurrence

Excess Liability 4M po 8M xs 15M  
 Policy #EXNA241000047102  
 Ascot Specialty Insurance Company  
 Term: 7/1/2024-7/1/2025  
 Limit: \$4,000,000 Aggregate/Occurrence

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

### SCHEDULE

Name Of Additional Insured Person(s) Or Organization(s)	Location(s) Of Covered Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT
Information required to complete this Schedule, if not shown above, will be shown in the Declarations.	

**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;

whichever is less.

This endorsement shall not increase the applicable limits of insurance.

**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

**SCHEDULE**

Name Of Additional Insured Person(s) Or Organization(s)	Location And Description Of Completed Operations
WHERE REQUIRED BY WRITTEN CONTRACT	WHERE REQUIRED BY WRITTEN CONTRACT

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

**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;
- whichever is less.

This endorsement shall not increase the applicable limits of insurance.





**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **AMENDMENT OF OTHER INSURANCE CONDITION - PRIMARY OR PRIMARY AND NON-CONTRIBUTORY WHEN REQUIRED BY CONTRACT**

This endorsement modifies insurance provided under the following:

PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART (EXCESS)  
PRODUCTS/COMPLETED OPERATIONS LIABILITY COVERAGE PART (EXCESS – BROAD FORM)

With respect to other insurance available to any person or organization who is an additional insured under this Coverage Part, the following replaces Paragraph 4., **Other Insurance of Section IV – PRODUCTS/COMPLETED OPERATIONS LIABILITY CONDITIONS:**

#### **4. Other Insurance**

If other valid and collectible insurance is available to the insured for a loss we cover under Coverages **A** or **B** of this Coverage Part, our obligations are limited as follows:

##### **a. Primary Insurance When Required By Contract**

If you have agreed in a written contract, written agreement or permit that this insurance be primary, then subject to the "self-insured retention", this insurance is primary. If other insurance is also primary, we will share with all that other insurance by the method described in Paragraph **c.** below.

##### **b. Primary And Non-Contributory To Other Insurance When Required By Contract**

If you have agreed in a written contract, written agreement, or permit that this

insurance is primary and non-contributory with the additional insured's own insurance, then subject to the "self-insured retention", this insurance is primary, and we will not seek contribution from that other insurance.

Paragraphs **a.** and **b.** do not apply to other insurance to which the additional insured has been added as an additional insured.

##### **c. Method Of Sharing**

If all of the other insurance permits contribution by equal shares, we will follow this method also. Under this approach each insurer contributes equal amounts until it has paid its applicable limit of insurance or none of the loss remains, whichever comes first.

If any of the other insurance does not permit contribution by equal shares, we will contribute by limits. Under this method, each insurer's share is based on the ratio of its applicable limit of insurance to the total applicable limits of insurance of all insurers.

**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **DESIGNATED INSURED FOR COVERED AUTOS LIABILITY COVERAGE**

This endorsement modifies insurance provided under the following:

- AUTO DEALERS COVERAGE FORM
- BUSINESS AUTO COVERAGE FORM
- MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by this endorsement.

This endorsement identifies person(s) or organization(s) who are "insureds" for Covered Autos Liability Coverage under the Who Is An Insured provision of the Coverage Form. This endorsement does not alter coverage provided in the Coverage Form.

This endorsement changes the policy effective on the inception date of the policy unless another date is indicated below.

<p><b>Named Insured:</b> WEST COAST ARBORISTS, INC.</p> <p><b>Endorsement Effective Date:</b> 07/01/2024</p>
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### **SCHEDULE**

<p><b>Name Of Person(s) Or Organization(s):</b></p> <p>WHERE REQUIRED BY WRITTEN CONTRACT</p>   
<p>Information required to complete this Schedule, if not shown above, will be shown in the Declarations.</p>

Each person or organization shown in the Schedule is an "insured" for Covered Autos Liability Coverage, but only to the extent that person or organization qualifies as an "insured" under the Who Is An Insured provision contained in Paragraph **A.1.** of Section **II** – Covered Autos Liability Coverage in the Business Auto and Motor Carrier Coverage Forms and Paragraph **D.2.** of Section **I** – Covered Autos Coverages of the Auto Dealers Coverage Form.



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

## **PRIMARY AND NONCONTRIBUTORY - OTHER INSURANCE CONDITION**

This endorsement modifies insurance provided under the following:

AUTO DEALERS COVERAGE FORM  
BUSINESS AUTO COVERAGE FORM  
MOTOR CARRIER COVERAGE FORM

With respect to coverage provided by this endorsement, the provisions of the Coverage Form apply unless modified by the endorsement.

- A.** The following is added to the **Other Insurance Condition** in the Business Auto Coverage Form and the **Other Insurance - Primary And Excess Insurance Provisions** in the Motor Carrier Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage is primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".
- B.** The following is added to the **Other Insurance Condition** in the Auto Dealers Coverage Form and supersedes any provision to the contrary:
- This Coverage Form's Covered Autos Liability Coverage and General Liability Coverages are primary to and will not seek contribution from any other insurance available to an "insured" under your policy provided that:
1. Such "insured" is a Named Insured under such other insurance; and
  2. You have agreed in writing in a contract or agreement that this insurance would be primary and would not seek contribution from any other insurance available to such "insured".



**THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.**

**WAIVER OF OUR RIGHT TO RECOVER  
FROM OTHERS ENDORSEMENT**

**Policy Number:** 72 WN S89300

**Endorsement Number:**

**Effective Date:** 07/01/2024 Effective hour is the same as stated on the Information Page of the policy.

**Named Insured and Address:** WEST COAST ARBORISTS, INC.  
220 E. VIA BURTON  
ANAHEIM, CA 92806

We have the right to recover our payments from anyone liable for an injury covered by this policy. We will not enforce our right against the person or organization named in the Schedule.

This agreement shall not operate directly or indirectly to benefit anyone not named in the Schedule.

**SCHEDULE**

ANY PERSON OR ORGANIZATION FROM WHOM YOU ARE REQUIRED BY WRITTEN CONTRACT OR AGREEMENT TO OBTAIN THIS WAIVER FROM US.

Countersigned by \_\_\_\_\_

*Susan L. Castaneda*

Authorized Representative

**Form WC 00 03 13** Printed in U.S.A.

**Process Date:**

**Policy Expiration Date:**