



## COOPERATIVE/PIGGYBACK PURCHASE AGREEMENT

### AGREEMENT SUMMARY:

1. Cooperative/Piggyback Name:	City of Tracy
2. Contractor:	West Coast Arborists, Inc.
3. Cooperative Agency Agreement Name and Agreement Number:	2023-2024 Tree Maintenance Program, Contract Number 23-177
4. Cooperative Agency Initial Agreement Term:	Start Date: August 15, 2023 End Date: July 31, 2025
5. Cooperative Agency's Agreement-Options to extend:	Five (5) additional years in any combination of length.
6. Cooperative Agency Amended Term:	N/A
7. Cooperative Agency Remaining Options to Renew:	Five (5) additional years in any combination of length.
8. City of Stockton Cooperative Purchase Agreement Term:	Start Date: January 1, 2025 End Date: July 31, 2025
9. City of Stockton Cooperative/ Piggyback Purchase Agreement Amount:	Not to Exceed \$90,000 for the term of the Agreement.

### AGREEMENT

The City of Stockton, a California municipal corporation on behalf of itself and its associated entities ("City"), and the above-named Contractor ("Contractor"), do hereby agree that City shall be granted the pricing, terms, and conditions under the above referenced 2023-2024 Tree Maintenance Program, Contract Number 23-177 ("COOP") as such may be amended from time to time. The COOP and associated documents referenced in the agreement are incorporated herein as Exhibit A to this City Cooperative/Piggyback Purchase Agreement ("Agreement").

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Contractor shall grant such pricing, terms, and conditions to City for all procurements of goods and services, whether taking place on a City purchase order, purchasing card (credit card), or other purchasing modality, whether via telephone, via the Contractor website, or via direct purchase at a Contractor retail location.

1. **Agreement Term:** The Term of this Agreement shall remain in effect from date of the signing of this Agreement through July 31, 2025 unless terminated earlier by the City. If the Cooperative/Piggyback Agency extends the COOP with Contractor by a written amendment, the City has the option to extend the term of this Agreement by written amendment not to go beyond the term stated in the COOP fully executed amendment.”)

2. **Insurance and Hold Harmless:** In addition to the pricing, terms and conditions stated in the COOP and the associated documents incorporated herein as Exhibit A, Contractor shall, at Contractor's sole cost and expense and for the full term of the Agreement or any extension thereof, obtain and maintain at least all the insurance requirements listed in attached Exhibit B.

To the fullest extent permitted by law, Contractor shall hold harmless, defend and indemnify City of Stockton and its officers, officials, employees and volunteers from and against any and all liability, loss, damage, expense, costs (including without limitation costs and fees of litigation) of every nature arising out of or in connection with Contractor's performance of work hereunder or its failure to comply with any of its obligations contained in the agreement, except such loss or damage which was caused by the sole negligence or willful misconduct of the City of Stockton. This obligation is independent of, and shall not in any way be limited by, the minimum Insurance obligations contained in this Agreement. These obligations shall survive the completion or termination of this Agreement.

3. **Compensation:** City and Contractor do hereby enter into this Agreement for tree trimming, removal, and planting services available in the above-named COOP and associated documents incorporated herein as Exhibit A and referenced in the attached quote Exhibit C. In no way, shall payment to the Contractor during the term of this Agreement exceed \$90,000 for the tree trimming, removal, and planting services. Any person signing this Agreement on behalf of City or Contractor does warrants that he or she has full authority to do so.

4. **Governing Law.** California law shall govern any legal action pursuant to this Agreement with venue for all claims in the Superior Court of the County of San Joaquin, Stockton Branch or, where applicable, in the Federal District Court of California, Eastern District, Sacramento Division.

5. **Applicable Law.** Deliverables must conform with all applicable federal, state, and local laws. Such conformity includes compliance with federal sanctions, and Contractor certifies that it has not and will not engage in prohibited transactions with sanctioned persons or entities.

6. **Special Funding.** If Special Funding is applicable, Exhibit D – Special Funding Terms & Conditions are incorporated herein.

This Agreement may be amended only by a written amendment, consistent with the COOP, signed by Contractor and City.

CITY OF STOCKTON

Harry Black, City Manager

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

ATTEST:

Katherine Roland CMC, CPMC, Interim City Clerk

APPROVED AS TO FORM:

Lori Asuncion, City Attorney

Print name



**WEST COAST ARBORISTS, INC.**

By:

Signature

Patrick Mahoney

Print name

Title: President

*[If Contractor is a corporation, signatures must  
comply with Corporations Code §313]*

By:

Signature \_\_\_\_\_

Richard Mahoney

Title: Secretary

**EXHIBIT A**  
**Complete Solicitation**

*City of Tracy -- Professional Services Agreement with WEST COAST ARBORIST, INC*

**CITY OF TRACY**  
**PROFESSIONAL SERVICES AGREEMENT WITH**  
*West Coast Arborist Inc for 2023-2024 Tree Maintenance Program*

This Professional Services Agreement (Agreement) is entered into between the City of Tracy, a municipal corporation (City), and West Coast Arborist, Inc., a California Corporation (Contractor). City and Contractor are referred to individually as "Party" and collectively as "Parties."

**Recitals**

- A. City desires to retain a Contractor to provide Citywide tree services for the trimming, removal, replanting of the City's 47,283 tree sites, and to carry out the services set forth in Exhibit A, which is attached hereto and incorporated herein by this reference (as further defined elsewhere in this Agreement, **Services or Project**); and
- B. Per TMC Section 2.20.140, on April 5, 2023, the City issued a Request for Proposals (RFP) for the City's 2023-2024 Tree Maintenance Program (**Project**). On May 11, 2023, the Contractor was the only proposal submitted for the Project to the City. City has determined that the Contractor demonstrated the competence and professional qualifications necessary for the satisfactory performance of the required services and possesses the skills, experience and certification required to provide the services.
- C. After negotiations between the City and Contractor, the Parties have reached an agreement for the performance of services in accordance with the terms set forth in this Agreement.
- D. This Agreement is being executed pursuant to Resolution No. 2023-166, which was adopted by the City of Tracy's City Council on August 15, 2023.

Now therefore, the Parties mutually agree as follows:

1. **Scope of Work.** Upon request from the City, Contractor shall timely perform the Services, including those described in Exhibit "A". The services shall be performed by, or under the direct supervision of, Contractor's Authorized Representative: Tim Patterson, Area Manager. Contractor shall not replace its Authorized Representative. Contractor shall Contractor use or replace any subcontractor or subconsultant, without City's prior written consent. The City may terminate this Agreement if Consultant makes any such change or replacement or uses any such subcontractor or subconsultant.

2. **Time of Performance.** Time is of the essence in the performance of services under this Agreement and the timing requirements set forth shall be strictly adhered to unless otherwise modified in writing in accordance with this Agreement. Any Services for which times for performance are not specified in this Agreement shall be started and completed by Contractor in a reasonably prompt and timely manner based upon the circumstances and direction communicated to the Contractor. Contractor shall submit all requests for time extensions to the City in writing no later than ten days after the start of the condition which purportedly caused the delay, and not later than the date on which performance is due. City may grant or deny such requests in its sole and absolute discretion.

2.1 **Term.** The term of this Agreement shall begin on August 16, 2023, and end on July 31, 2025, unless terminated in accordance with Section 6.

2.1.A **OPTION TO EXTEND:** This Agreement may be extended for up to an additional five years, in any combination of length, by the City Manager following a written determination that Contractor has satisfactorily met all the requirements of this Agreement.

*City of Tracy -- Professional Services Agreement with WEST COAST ARBORIST, INC*

**3. Compensation.** City shall pay Contractor on a time and expense basis, at the billing rates set forth in Exhibit "B," attached and Incorporated by reference for services performed under this Agreement.

**3.1 Not to Exceed Amount.** Contractor's total compensation under this Agreement shall not exceed \$2,587,176.00. Contractor's billing rates shall cover all costs and expenses for Contractor's performance of this Agreement. It is understood and agreed that Consultant may not receive compensation up to this amount, and Consultant's total compensation under this Agreement will depend on the scope of the Services approved by the City. Starting on Aug 1, 2025, and on each successive Aug 1 during the term of this Agreement, the billing rates set forth in Exhibit B may be increased upon Contractor request, and approved by the City, by the lesser of (i) 6% or (ii) the percentage change in the U.S. Bureau of Labor and Statistics CPI increase for San Francisco-Oakland-Hayward, All Items between the June of the immediately preceding year and June in the year in which the increase is to be effective.

No work shall be performed by Contractor in excess of the total compensation amount provided in this section without the City's prior written approval. Notwithstanding the foregoing provision, the payment of any funds under this Agreement shall be subject to the City of Tracy's appropriation of funds for the Services. This Agreement shall terminate in the event that such funds are not appropriated.

**3.2 Invoices.** Contractor shall submit monthly invoice(s) to the City that describe the services performed, including locations, zone, times, dates, and names of persons performing the services.

**3.2.1** Contractor's failure to submit invoice(s) in accordance with these requirements may result in the City rejecting said invoice(s) and thereby delaying payment to Contractor.

**3.3 Payment.** Within 30 days after the City's receipt of invoice(s), City shall make payment to the Contractor based upon the services described on the invoice(s) and approved by the City.

**3.4** The acceptance by Consultant of the final payment made under this Agreement shall constitute a release of City from all claims and liabilities for compensation to Consultant for anything completed, finished or relating to Consultant's services. Consultant agrees that payment by City shall not constitute nor be deemed a release of the responsibility and liability of Consultant or its employees, subcontractors, agents and subconsultants for the accuracy and competency of the information provided and/or services performed hereunder, nor shall such payment be deemed to be an assumption of responsibility or liability by City for any defect or error in the Services performed by Consultant, its employees, subcontractors, agents and subconsultants.

**3.5** Consultant agrees to maintain books, accounts, payroll records and other information relating to the performance of Consultant's obligations under the Agreement, which shall adequately and correctly reflect the expenses incurred by the Consultant in the performance of Consultant's work under the Agreement. Such books and records shall be open to inspection and audit by the City during regular business hours for three years after expiration or termination of this Agreement.

**4. Indemnification.** Contractor shall, to the fullest extent permitted by law, indemnify, defend (with independent counsel approved by the City), and hold harmless the City from and against any claims arising out of Contractor's performance or failure to comply with obligations under this Agreement, except to the extent caused by the sole, active negligence or willful misconduct of the City.

In the event there is a finding and/or determination that Consultant is not an independent contractor and/or is an employee of City, including but not limited to any such finding and/or determination made by the California Public Employees' Retirement System (CalPERS), the Department of Industrial

*City of Tracy -- Professional Services Agreement with WEST COAST ARBORIST, INC*

Relations (DIR), or the Internal Revenue Service (IRS), Consultant shall, to the fullest extent permitted by law, indemnify, defend, and hold harmless the City from and against any all claims relating to or in connection with such a finding and/or determination.

In this section, "City" means the City, its officials, officers, agents, employees and volunteers; "Contractor" means the Contractor, its employees, agents and subcontractors; "Claims" includes claims, demands, actions, losses, damages, injuries, and liability, direct or indirect (including any and all related costs and expenses) and any allegations of these; and "Arising out of" includes "pertaining to" and "relating to".

(The duty of a "design professional" to indemnify and defend the City is limited to claims that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the design professional, under Civ. Code § 2782.8.)

Consultant and City mutually waive consequential damages for claims, disputes, or other matters in question, arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination of this Agreement.

The provisions of this section survive completion of the services or the termination of this Agreement, and are not limited by the provisions of Section 5 relating to insurance.

**5. Insurance.** Contractor shall, throughout the duration of this Agreement, maintain Insurance to cover Contractor, its agents, representatives, and employees in connection with the performance of services under this Agreement at the minimum levels set forth herein.

**5.1 Commercial General Liability** (with coverage at least as broad as ISO form CG 00 01 01 96) "per occurrence" coverage shall be maintained in an amount not less than \$4,000,000 general aggregate and \$2,000,000 per occurrence for general liability, bodily injury, personal injury, and property damage.

**5.2 Automobile Liability** (with coverage at least as broad as ISO form CA 00 01 07 97, for "any auto") "claims made" coverage shall be maintained in an amount not less than \$1,000,000 per accident for bodily injury and property damage.

**5.3 Workers' Compensation** coverage shall be maintained as required by the State of California.

**5.4 Professional Liability** "claims made" coverage shall be maintained to cover damages that may be the result of errors, omissions, or negligent acts of Contractor in an amount not less than \$1,000,000 per claim.

**5.5 Endorsements.** Contractor shall obtain endorsements to the automobile and commercial general liability insurance policies with the following provisions:

**5.5.1** The City (including its elected officials, officers, employees, agents, and volunteers) shall be named as an additional "insured."

**5.5.2** For any claims related to this Agreement, Contractor's coverage shall be primary insurance with respect to the City. Any insurance maintained by the City shall be excess of the Contractor's insurance and shall not contribute with it.

**5.6 Notice of Cancellation.** Contractor shall notify the City if the policy is canceled before the expiration date. For the purpose of this notice requirement, any material change in the policy prior to the expiration shall be considered a cancellation. Contractor shall immediately obtain a replacement policy.

**5.7 Authorized Insurers.** All insurance companies providing coverage to Contractor shall be Insurance organizations authorized by the Insurance Commissioner of the State of California to transact the business of insurance in the State of California.

**5.8 Insurance Certificate.** Contractor shall provide evidence of compliance with the insurance requirements listed above by providing a certificate of insurance and endorsements, in a form satisfactory to the City, before the City signs this Agreement.

**5.9 Substitute Certificates.** Contractor shall provide a substitute certificate of insurance no later than 30 days prior to the policy expiration date of any insurance policy required by this Agreement.

**5.10 Contractor's Obligation.** Maintenance of insurance by the Contractor as specified in this Agreement shall in no way be interpreted as relieving the Contractor of any responsibility whatsoever (including indemnity obligations under this Agreement), and the Contractor may carry, at its own expense, such additional insurance as it deems necessary. Failure to provide or maintain any insurance policies or endorsements required herein may result in the City terminating this Agreement.

**6. Termination.** The City may terminate this Agreement in its sole and absolute discretion by giving ten (10) days' written notice to Contractor. Within five (5) days of such a termination, Contractor shall give the City all original documents relating to the Services in Consultant's possession or control, including, without limitation, preliminary drafts and supporting documents, and any other documents prepared by Consultant pursuant to this Agreement. The City shall pay Contractor for all services satisfactorily performed in accordance with this Agreement, up to the date notice is given.

**7. Dispute Resolution.** If any dispute arises between the City and Contractor that cannot be settled after engaging in good faith negotiations, City and Contractor agree to resolve the dispute in accordance with the following:

**7.1** Each Party shall designate a senior management or executive level representative to negotiate the dispute;

**7.2** The representatives shall attempt, through good faith negotiations, to resolve the dispute by any means within their authority.

**7.3** If the issue remains unresolved after fifteen (15) days of good faith negotiations, the Parties shall attempt to resolve the disagreement by negotiations between legal counsel. If the aforementioned process fails, the Parties shall resolve any remaining disputes through mediation to expedite the resolution of the dispute.

**7.4** The mediation process shall provide for the selection within fifteen (15) days by both Parties of a disinterested third person to serve as the mediator, shall be commenced within thirty (30) days of selection of a mediator, and shall be concluded within fifteen (15) days from the commencement of the mediation.

**7.5** The Parties shall equally bear the costs of any third party mediator in any alternative dispute resolution process.

**7.6** The dispute resolution process is a material condition to this Agreement and must be exhausted prior to either Party initiating legal action. This dispute resolution process is not intended to nor shall be construed to change the time periods for filing a claim or action specified by Government Code §§ 900 et seq.

**8. Ownership of Work.** All original documents prepared by Contractor for this Agreement, whether complete or in progress, are the property of the City, and shall be given to the City at the completion of Contractor's Services, upon termination of this Agreement, or upon demand from the City. No such documents shall be revealed or made available by Contractor to any third party without the City's prior written consent.

**9. Independent Contractor Status.** Contractor is an independent contractor and is solely responsible for the acts of its employees or agents, including any negligent acts or omissions. Contractor is not City's employee and Contractor shall have no authority, express or implied, to act on behalf of the City as an agent, or to bind the City to any obligation, unless the City provides prior written authorization. Contractor is free to work for other entities while under contract with the City.



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Contractor, and its agents or employees, are not entitled to City benefits. Consultant shall be solely responsible for, and shall save the City harmless from, all matters relating to the payment of Consultant's employees, agents, subcontractors and subconsultants, including compliance with social security requirements, federal and State income tax withholding and all other regulations governing employer-employee relations.

**9.1 Non-Exclusive Professional Services Agreement.** The City reserves the right to contract with other firms and/or consultants during the term of this Agreement to provide the City the same or similar services that Consultant is providing to the City under this Agreement. Nothing contained in this Agreement guarantees Consultant a certain amount of work, and the City may, in its sole and absolute discretion, allocate and/or delegate work to Consultant so as to satisfy the City's needs.

**10. Conflicts of Interest.** Contractor (including its employees, agents, and subcontractors) shall not maintain or acquire any direct or indirect interest that conflicts with the performance of this Agreement. If Contractor maintains or acquires such a conflicting interest, the City may terminate any contract (including this Agreement) involving Contractor's conflicting interest.

**11. Rebates, Kickbacks, or Other Unlawful Consideration.** Contractor warrants that this Agreement was not obtained or secured through rebates, kickbacks, or other unlawful consideration either promised or paid to any City official or employee. For any breach of this warranty, City shall have the right, in its sole discretion, to terminate this Agreement without liability; to pay only for the value of the work actually performed; to deduct from the contract price the value of the rebate, kickback, or other unlawful consideration; or otherwise recover the full amount of such rebate, kickback, or other unlawful consideration.

**12. Notices.** All notices, demands, or other communications which this Agreement contemplates or authorizes shall be in writing and shall be personally delivered or mailed to the other party to the addresses listed below. Communications shall be deemed to have been given and received on the first to occur of: (1) actual receipt at the address designated below, or (2) three working days after the deposit in the United States Mail of registered or certified mail, sent to the address designated below.

To City:

City of Tracy  
Office of Director for Operations & Utilities  
520 S. Tracy Blvd  
Tracy, CA 95376  
Publicworks@cityoftracy.org

To Contractor:

Victor M. Gonzales  
West Coast Arborist, Inc.  
2200 East Via Burton Street  
Anaheim, CA 92806

With a copy to:  
City Attorney  
333 Civic Center Plaza  
Tracy, CA 95376

**13. Miscellaneous.**

*City of Tracy — Professional Services Agreement with WEST COAST ARBORIST, INC*

**13.1 Standard of Care.** Unless otherwise specified in this Agreement, the standard of care applicable to Contractor's services will be the degree of skill and diligence ordinarily used by reputable professionals performing in the same or similar time and locality, and under the same or similar circumstances.

**13.2 Amendments.** This Agreement may not be modified orally or in any manner other than by an agreement in writing signed by both Parties.

**13.3 Waivers.** Waiver of a breach or default under this Agreement shall not constitute a continuing waiver or a waiver of a subsequent breach of the same or any other provision of this Agreement. No waiver shall be effective unless it is in writing and signed by the waiving party.

**13.4 Assignment and Delegation.** Contractor may not assign, transfer or delegate this Agreement or any portion of it without the City's prior written consent. Any attempt to do so will be void. City's consent to one assignment, transfer or delegation shall not be deemed to be a consent to any subsequent assignment, transfer or delegation.

**13.5 Jurisdiction and Venue.** The interpretation, validity, and enforcement of the Agreement shall be governed by and construed under the laws of the State of California. Any suit, claim, or legal proceeding of any kind related to this Agreement shall be filed and heard in a court of competent jurisdiction in the County of San Joaquin.

**13.6 Compliance with the Law.** Contractor shall comply with all applicable local, state, and federal laws, whether or not those laws are expressly stated in this Agreement.

**13.6.1 Prevailing Wage Laws.** Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates; employment of apprentices (§ 1777.5), certified payroll records (§ 1776), hours of labor (§ 1813 and § 1815), debarment of contractors and subcontractors (§ 1777.1) and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed under this Agreement are part of a "public works" or "maintenance" project, as defined in the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. These prevailing rates are on file with the City and are available online at <http://www.dir.ca.gov/DLSR>. Contractor shall defend, indemnify and hold the City, its officials, officers, employees and agents, harmless from any and all claims, costs, penalties, or interests arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

**13.6.2 Non-discrimination.** Contractor represents and warrants that it is an equal opportunity employer and it shall not discriminate against any subcontractor, employee or applicant for employment because of race, religion, color, national origin, handicap, ancestry, sex or age. Contractor shall also comply with all applicable anti-discrimination federal and state laws, including but not limited to, the California Fair Employment and Housing Act (Gov. Code 12990 (a-f) et seq.).

**13.7 Business Entity Status.** Contractor is responsible for filing all required documents and/or forms with the California Secretary of State and meeting all requirements of the Franchise Tax Board, to the extent such requirements apply to Contractor. By entering into this Agreement, Contractor represents that it is not a suspended entity and that it is in good standing. If Contractor is suspended corporation at the time it enters this Agreement, City may take steps to have this Agreement declared voidable.

**13.8 Business License.** Before the City signs this Agreement, Contractor shall obtain a City of Tracy Business License. Contractor shall maintain an active City of Tracy Business License during the term of this Agreement.

**13.9 Successors and Assigns.** This Agreement shall inure to the benefit of and be binding upon the Parties hereto and their respective successors and assigns.

**13.10 Construction of Agreement.** Each Party hereto has had an equivalent opportunity to participate in the drafting of this Agreement and/or to consult with legal counsel. Therefore, the usual construction of an agreement against the drafting Party shall not apply hereto.

**13.11 Severability.** If a term of this Agreement is held invalid by a court of competent jurisdiction, the Agreement shall be construed as not containing that term, and the remainder of this Agreement shall remain in effect.

**13.12 Controlling Provisions.** In the case of any conflict between the terms of this Agreement and the Exhibits hereto, and Contractor's proposal (if any), the Agreement shall control. In the case of any conflict between the Exhibits hereto and the Contractor's proposal (if any), the Exhibits shall control.

**13.13 Entire Agreement.** This Agreement and the attached Exhibits comprise the entire integrated understanding between the Parties concerning the services to be performed. This Agreement supersedes all prior negotiations, representations or agreements. All exhibits attached hereto are incorporated by reference herein.

**13.14 Counterparts.** City and Consultant agree that this Agreement may be executed in two or more counterparts, each of which shall be deemed an original.

**13.15 Expenses for Enforcement.** Consultant and City agree that the prevailing party's reasonable costs, attorneys' fees and expenses, including investigation fees and expert witness fees, shall be paid by the non-prevailing party in any dispute involving the terms and conditions of this Agreement.

**14. Signatures.** The individuals executing this Agreement on behalf of Contractor represent and warrant that they have the right, power, legal capacity and authority to enter into and to execute this Agreement on behalf of Contractor.

**[SIGNATURES ON FOLLOWING PAGE]**

DocuSign Envelope ID: 0AA2832C-13FA-4401-95D9-6BA96B08027F

City of Tracy -- Professional Services Agreement with WEST COAST ARBORIST, INC

The Parties agree to the full performance of the terms set forth here.

City of Tracy

By: Mary D. Young  
Title: Mayor  
Date: 10/17/2023

Attest: [Signature]  
Adrienne Richardson, City Clerk

Approved as to form:

[Signature]  
Bijal M. Patel, City Attorney

West Coast Arborist, Inc.

By: [Signature]  
Title: Patrick Mahoney  
Date: 7/18/2023 | 9:32 AM PDT

Federal Employer Tax ID No. 95-3250682

By: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

Exhibits:

- A Scope of Work
- B Compensation

## EXHIBIT A - Scope of Work

## 1) PROJECT SPECIFICATIONS

- i) Contractor shall perform and complete the landscape and/or tree maintenance work and Services in a thorough and professional manner, and shall provide all labor, tools, equipment, materials, and supplies that are necessary to complete all the Services in a timely manner to meet the City's requirements and needs. Contractor may be required to perform and the Services may include, but are not limited to, the following tree maintenance activities at various sites throughout the City:
- Tree pruning
  - Tree removal
  - Tree planting
  - Crew rental
  - Emergency response
  - Line clearance pruning
  - Clearance pruning
  - Grid pruning program
  - Tree watering
  - Small tree care
  - Palm trunk skinning
- 
- Palm tree trimming
  - Palm tree removal
  - Root pruning
  - Arborist services/inspection
  - Foliar and pesticide treatments
  - Data entry
  - GPS tree inventory
- ii) Contractor shall process the City's work requests on a City designated online program. Currently, the City uses "Government Outreach."
- iii) Contractor shall use provide access to an Urban Forestry Management tool that allows for work order tracking, the ability to send work requests including, but not limited to, pruning, planting, and removal, access to reports for tree inventory, the value of the urban forest, job balance and GPS accessibility (if applicable)

**2) REQUIRED CREDENTIALS**

- i) Contractor must hold a valid State California C-27 and a C-61/D49 Contractor's License. Both licenses must be in good standing and must have been in good standing for the previous seven consecutive years without any official unresolved record of complaints registered or filed with the State Contractor's Licensing Board or California Department of Consumer Affairs.
- ii) Contractor must have OSHA certification for aerial equipment to be used throughout the Project.
- iii) All of Contractor's agents, contractors, subcontractors, and personnel must be qualified and trained in the tree maintenance industry. This includes, but is not limited to, the staffing of a manager who is an ISA Certified Arborist and fluent in the English language. At all times during to term of the Agreement, the Contractor shall have work crews on site that are represented by an English-speaking supervisor or foreman who can receive and carry out instructions given by proper authorities.
- iv) Contractor must, at all times during the term of this Agreement, employ personnel that are Certified Crane Operator(s), as recognized by the National Commission for the Certification of Crane Operators (NCCCO).
- v) Contractor will have a Quality Control Plan that includes an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. Contractor will be required to comply with this quality control throughout the term of the Agreement. Contractor must have a current Safety Manual that meets SB 198 requirements for injury and illness prevention.

**3) PRUNING PROGRAM**

- a) Annual Grid Trim
  - i) Contractor shall carry out and complete tree pruning in all pre-designed districts, grids, or prune routes established by the City on a set cycle established by the City to include all trees. Pruning will include structural pruning, crown raising, clearance trimming, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards, and the Section 9 - Standards. Trees in channelway will be included in the grid trim list. All tree canopies will have a minimum vertical clearance of fourteen feet (14') from the street and ten feet (10') over the sidewalk. Contractor will also maintain two feet (2') minimum clearance around streetlights.
  - ii) Contractor will be required to furnish all supervision, labor, equipment and materials necessary to accomplish the work in accordance with the Agreement.

Projects that are difficult to access and require special equipment (e.g., a 75-foot tower) will fall under Crew Rental rate. The City must prior written approval for any jobs that will require a Crew Rental rate.

**4) INSPECTION OF HAZARDOUS CONDITIONS**

- i) All City trees will receive routine maintenance and periodic inspections by either City staff and the Contractor. The Contractor will have an ISA Certified Arborist on site for a regularly scheduled minimum of eight hours per month. Contractor shall report to the City tree problems

that are clearly visible by the inspection, but not considered hazardous by ISA standards will be reported to the City for direction and/or further evaluation. Also, the crew performing maintenance must properly notify the City of any tree-related problems that are clearly visible in writing by email to City's designate supervisor. This shall be in written form regardless of whether the problem is considered hazardous and shall occur within 24 hours if deemed hazardous. Contractor shall immediately upon discovery take action to correct tree problems prior to reaching crisis levels and to correct any hazards before injury or damage to property occurs.

#### 5) TREE INVENTORY

- i) The Contractor will provide the City access to a record-keeping system consisting of an Internet-based software program that allows the City to maintain information about its tree population, including the description of each tree by species, height, diameter, work history, and tree and planting site location. The tree inventory software program must be an Internet-driven tracking program. The program will have the capability to produce detailed listings of tree and site information, work histories, service requests, summary reports, and pictures of City tree species. The Contractor will provide software support to the City for the entire term of the Agreement.
- ii) The Contractor will provide the City with recommendations for tree maintenance, recommended planting locations, and recommended removals. Attributes to be collected by field personnel may include address, street, facility, species, diameter, crown, height, recommended maintenance, overhead utilities, and parkway size and type.
- iii) GPS Tree Inventory
  - (1) At the request of the City, Contractor shall provide the City with Global Positioning System (GPS) coordinates for all trees in public spaces. This includes, but is not limited to, all publicly owned trees on street right-of-ways, parks, City facilities, and open spaces such as medians, greenescapes, etc. The address information contained in the inventory should be linked directly to a Geographical Information System (GIS) program, such as ArcView.
  - (2) The City currently has an inventory. Contractor is required to keep inventory updated as it trims assigned trees. Updates should include any work history, site recommendation, DBH and height, GPS coordinates, etc.
  - (3) A GPS tree inventory must be maintained with a database using the City's standardized addressing system for all parks and open space areas. Contractor will be required to use and create an ESRI ArcView/ArcGIS compatible "shape file". The inventory must be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, right-of-way and hardscape, etc.) Minimum accuracy will be not more than one meter. Any proposed system must be compatible with, and able to accurately and completely import, all existing City tree inventory data.
  - (4) Mobile Access – Contractor must be able to provide a mobile application for field use. All dates must reflect live data as it exists in the tree inventory. The functionality of the mobile application shall include the following minimum requirements:
    - Apple or Android compatible

- Precise mobility view as user moves through canopied areas
- Multiple features, including aerial imagery and street name
- Ability to update and inventory urban forest
- Ability to add work history

(5) Technical Support and Maintenance

- (i) The Contractor will provide routine maintenance, archive, backup, restore, and disaster recovery procedures as may be requested by the City. The Contractor will provide complete support rapidly with experienced staff available to the City during the hours of 7:00 A.M. to 5:00 P.M. Monday through Friday. The Contractor must be readily available by telephone, e-mail or may respond to the City's location within a timely manner.

**6) PROJECT SPECIAL PROVISIONS**

- i) At the request of the City, projects may consist of tree pruning, traffic clearance pruning, and palm pruning as specified that may not be part of routine maintenance. All pruning methods must comply with the International Society of Arboriculture Pruning Standards (Best Management Practices), the ANSI A300 Standards, and Section 9 - Standards. Quote rates should be based on Crew Rental or other pre-determined rates.

**7) DEFINITIONS**

- i) All capitalized terms used in this Exhibit A, but not defined, shall have the same meaning as ascribed to it elsewhere in the Agreement. Where "as directed," "as required," "as permitted," "approve," "acceptance," or words of similar import are used in this Exhibit A, it is understood that the direction, requirement, permission, approval, or acceptance by the City of Tracy is required in writing unless otherwise stated. As used in this Exhibit A, "provide" will be understood to mean "provide complete, in total". The word "site" as used in this Exhibit A shall mean the location receiving the Service. The use of the word "Contractor" will be held to mean the Contractor and/or any person employed by the firm or working at the Contractor's direction.

**8) WORK QUALITY**

- i) All tree pruning must comply with good arboreal practices for the particular species of trees being trimmed and must be consistent with the Pruning Standards and Best Management Practices as adopted by the International Society of Arboriculture. All tree canopies will have a minimum vertical clearance of fourteen feet (14') from the street. Contractor will also maintain two feet (2') minimum clearance around street lights. The Contractor will also meet the requirements of the American National Standards, Z133-1-2006, entitled "Safety Requirements for Arboricultural Operation," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.
- ii) The City Operations Superintendent or designee will determine, in its sole discretion, if the Contractor has met all pruning requirements and payment will not be made for services that are not in accordance with the standards contained in the Agreement. The Contractor will be deemed in Agreement default, if the Contractor consistently fails to comply with the standards set forth in this Agreement.



**9) STANDARDS**

- i) Prior to beginning the work, the Contractor will review with City Operations Superintendent or designee various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree pruning will include, but is not limited to, industry standards.
- ii) Daily tree pruning operations will commence no earlier than 7:00 A.M. and will be completed each day no later than 5:00 P.M., unless the City provides approval to commence earlier or end later.
- iii) All debris resulting from tree pruning operations shall be removed from the work site on a daily basis.
- iv) Limbs one inch in diameter or greater must be precut to prevent splitting. When there is a chance of bark tearing at the crotch, remove large limbs with three cuts. Make the first cut on the underside of the branch, one foot to two feet from the crotch. The undercut should be at least one-third of the diameter. Make the second cut one-inch to three inches further from the crotch than the first. The final cut is made at the crotch in a manner to favor the earliest possible covering of the wound by callus growth. Cuts must not be made so large that they will prevent sap flow. All cut branches three and one-half inches or larger in diameter must be lowered by proper ropes to the ground. Any damage caused by dropping limbs must be repaired or caused to be repaired by Contractor within three days at the Contractor's expense and to the satisfaction of the City Operations Superintendent or designee. All debris resulting from tree pruning operations must be removed from the work site on a daily basis.
- v) **Tool Sanitation**
  - (1) On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces must be disinfected with a ten percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution must be mixed daily.
- vi) **Tree Pruning**
  - (1) Pruning will include structural pruning, crown raising, and crown cleaning, crown reduction in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards.
  - (2) Contractor must comply with Standards of CAL OSHA and the American National Standard Institute, Z133 Safety Requirements.
  - (3) Contractor will endeavor to maintain good public relations at all times. This includes, but is not limited to, conducting work in a manner that will cause the least possible interference and annoyance to the public. Work will be performed by competent employees and supervised by an experienced, English speaking, supervisor in tree maintenance operations. The Contractor will be responsible for advance notification to the residents at each work location of the intended tree operations a minimum of 24 hours if no "NO Parking" signs are not needed. The Contractor will be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.

- (4) Contractor will exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to cease immediately and the appropriate utility company notified. Work will then commence in accordance with instructions from the utility company. In the event that work causes excavation, the City or Contractor will properly mark the location and the Contractor is responsible for appropriate notification of Underground Service Alert (USANorth811).
- (5) No hooks, gaffs, spurs or climbers will be used for anything other than removals.
- (6) Final pruning cuts will be made without leaving stubs. Cuts will be made in a manner to promote fast callous growth.
- (7) When pruning fungus, disease, or fire blight-infected limbs or fronds, all pruning tools must be cleaned after each cut with the appropriate solution (e.g. alcohol or bleach).
- (8) Topping will not be done unless specifically requested by the City in writing.
- (9) The specific techniques employed will be consistent with industry practice for the size and species of tree being trimmed. The goal will be a safe, healthy, clear, balanced and aesthetically pleasing structure for the tree. All dead, broken, damaged, diseased or insect-infested limbs must be removed at the trunk or main branch. All cuts will be made sufficiently close, without leaving a stub, to the parent stem so that compartmentalization and callous development can readily start under normal conditions. All limbs two inches or greater will be undercut to prevent splitting. The remaining limbs and branches will not be split or broken at the cut. All crossed or rubbing limbs will be removed unless removal will result in large gaps in the general outline of the tree.
- (10) Cut laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage will be reduced by at least 15% but no more than 25%.
- (11) Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow-angle of attachment should normally be removed.
- (12) Small limbs, including suckers and waterspouts, will be cut close to the trunk or branch from which they arise.
- (13) Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing will not be an accepted practice for reducing the size or the framework of any tree unless otherwise directed in writing by the City Operations Superintendent to reduce failure potential.
- vii) **Pruning for Traffic Clearances**
  - (1) Tree pruning for traffic clearances must provide clearances of at least fourteen (14) feet and no greater than (16) feet above finish grade for moving vehicles within the traveled roadway, for pedestrians on sidewalks in accordance with standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices)

and the ANSI A300 Standards under "Pruning to Raise." Clearance trims are performed on a grid system or on a street-by-street basis. Clearances for adjacent structures and their connecting utility lines (service drops), will be determined by the City Parks, Sports Fields & Trees Superintendent or designee and conform to the following:

- (a) The minimum clearance under trees within the street right-of-way shall be 14 feet over the traveled road, and ten feet over the curb line and the sidewalk side of the tree. When pruning the bottom branches, care will be given to obtain a balanced appearance when viewed from across the street immediately opposite the tree.
- (b) Cut to laterals to preserve the natural form of the tree. Remove lateral branches at their point of origin or shorten the length of a branch by cutting to a lateral, which is large enough to assume leadership.
- (c) When cutting back, avoid cutting back to small suckers. Remove smaller limbs and twigs in such a manner as to leave the foliage pattern evenly distributed.

**viii) Pruning Palm Trees**

- (1) Palm tree pruning will consist of the removal of loose dead fronds, fruit clusters and other vegetation from the trunks of all palms in a manner selected by the Contractor and approved by the City Operations Superintendent or designee, and in accordance with the following:

- (a) The use of climbing spurs or spike shoes for the purpose of climbing palm trees is prohibited, unless specifically approved by the City Operations Superintendent or designee. The Contractor will be required to use an aerial tower with sufficient height to reach the crown for the purpose of pruning City Palm trees.
- (b) Palm Skinning will remove dead fronds, and parts thereof, including stubs, can be removed along the entire length of the trunk of each palm, leaving a clean unsheathed appearance slicked from the ground to approximately 24 inches to 36 inches from the base of the green fronds at the top of the tree. The frond stubs (cut close to trunk) can be left in place within a span of at least 18 inches but no greater than 36 inches. This is performed at the request of the City.

**ix) Service Request Tree Pruning**

- (1) Trees that need service prior to their scheduled grid trim for safety, clearance, or aesthetic purposes must be trimmed within two weeks of notification by the City to the Contractor unless City determines the work to be of a more urgent nature.
- (2) All trimming should be completed to the guidelines set forth in Section 9 – Specifications.

**x) Tree Removals**

- (1) City prepares list of trees to be removed or assigns work requests, marks trees, notifies homeowners, and submits the list or work request to the Contractor.
- (2) Contractor calls Underground Service Alert (USANorth811) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches, including visible surface roots to three feet from stump. All holes will be backfilled with soil, as well as all debris cleaned up and hauled away.
- (3) Projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over 75 feet would fall under Crew Rental rates. The City Operations

Superintendent or designee will make the final determination if a Crew Rental rate is allowable.

- (4) All wood from removed trees is the property of the City and will be disposed of at the direction of the City Operations Superintendent or designee. No wood will be left along public right-of-way unless approved by the City Operations Superintendent or designee.
- (5) The Contractor is responsible for marking trees so that they are easily identifiable by Underground Service Alert (USANorth811) and the Contractor. The Contractor will be required to call Underground Service Alert (USANorth811) at least two days before stumps are to be ground out.
- (6) Stumps should be cut low enough to the ground where routing can be done safely. This may be accomplished by cutting the stump at the time of grinding, or at the time of tree removal, except for infrastructure conflicts. Holes created by stump and root grinding must be filled the same day. All excess stump grinding chip debris will be removed and loaded into transport vehicle for disposal. Any damaged paved surfaces or irrigation systems must be restored to their original condition by the Contractor.

**xi) Tree Planting**

- (1) Planting includes the tree, stakes, ties and complete installation. The City will supply the planting list to the Contractor on an as-needed basis. Contractor will guarantee the quality of the tree stock and the workmanship.
- (2) Contractor must provide all equipment, labor, and materials necessary for the planting of trees throughout the City in accordance with the specifications herein.
- (3) The City will be responsible for marking locations and the Contractor will notify Underground Service Alert (USANorth811) prior to planting.
- (4) All City tree will be planted according the most recent City Standard for Streetscapes and Landscaping
- (5) All trees must be of good nursery stock that adheres to the American Standard for Nursery Stock as described in the ANSI Z60.1-1996 Standards. Trees must be free from pests, disease, and structural defects.

**xii) Crew Rental**

The standard crew is three workers, one chipper truck, one chipper, one aerial tower, and all necessary hand tools, equipment, and materials to complete the Services. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, or trimming specific trees requiring immediate attention prior to their scheduled trim.

**xiii) Emergency Response**

- (1) The Contractor will be required to provide emergency on-call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone or in writing from a City authorized representative. The Contractor's crew will do what is necessary to remove/secure the hazardous tree or render the tree-related condition safe until the following workday. Emergency work must begin within two hours of the initial telephone call.

- (2) Contractor is required to provide a 24 hour emergency phone number and the names of at least five contact individuals. Should the contact persons or their phone numbers change during the course of the Agreement, those changes must be submitted to the City within two working days.
- (3) Contractor is required to provide all necessary traffic control during the course of emergency work. Should the work involve any high voltage power lines or any utility lines, the Contractor will be required to notify the responsible utility company.

**xiv) Line Clearance Pruning**

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

**xv) Arborist Services**

On occasion, the City requires tree evaluations, including written reports and presentations to stakeholders. The Contractor will provide an hourly rate for an International Society of Arboriculture Certified Arborist with a Tree Risk Assessment Qualification (TRAQ) that can respond to the City's request(s) for the preparation of detailed Arborist's reports, tree evaluations, site inspections and updates to an approved City Urban Forestry Management plan or other guiding documents.

**10) TRAFFIC CONTROL**

- a) Contractor must conform to all City Traffic Safety requirements and operating rules at all times while this Agreement is in effect. The Contractor must employ staff certified as Traffic Control Design Specialists and Traffic Control Technicians in accordance with the American Traffic Safety Services Association (ATSSA).
- b) Contractor will be responsible for supplying and using all safety equipment necessary to close or delineate traffic lanes to through traffic. This is to include a high visibility arrow/message board(s) as necessary. The City, prior to use, must approve all traffic safety equipment for use.
- c) Illuminated arrow/message boards, sign stands, delineators and/or cones must be used to identify the work site for vehicular and pedestrian safety.

**11) PUBLIC NOTICING OF TREE PRUNING OPERATIONS**

- a) Contractor will be required to notify residents and/or businesses of scheduled tree pruning operations at least 24 hours prior to the work being performed. Notifications will be made in the form of door hangers.

- b) City-approved "No Parking" signs must be posted on individual trees scheduled for pruning a minimum of 24 hours prior to work being performed.

## 12) CLEAN UP & REPAIRS

- a) Contractor must clean all job sites when work is completed daily, including the raking of leaves, twigs, etc., from the lawns and parkways and the sweeping of streets. Every effort will be made by the Contractor to prevent debris or materials from tree work to be allowed to enter the City's storm drainage system. The Contractor must comply with all local, state, and federal stormwater runoff regulations.
- b) The City Operations Superintendent or designee will be the sole judge as to the adequacy of the clean-up.
- c) Any damage sustained to the property will be restored to the same or newer condition within one week of harm occurring, by Contractor. All damages must be reported to the City using their service request system. Pictures must be included pre and post repair work.

## 13) DISPOSAL OF DEBRIS

- a) All tree branches, trunks, chips, etc. produced as a result of the Contractor's operations under this Agreement will be reduced, reused, recycled, and/or transformed. The City will receive access to their Greenwaste Recycling report detailing the amount of debris recycled and the location. This report is to be used for compliance with Assembly Bill 939.
- b) **Greenwaste Recycling Report**
  - i) Greenwaste that is transported to an off-site facility for grinding into mulch must be documented and available to the City Operations Superintendent or designee on a monthly basis.
- c) **Wood Chips**
  - i) Chips generated from pruning operations within the City of Tracy may first be dumped at a City designated site for possible reuse as landscaping mulch.
  - ii) At the direction of the City Operations Superintendent or designee, wood waste generated from tree removals will be chipped into pure wood chips with an even uniform size.

## 14) PARKING

- a) The City of Tracy will make every attempt to identify a suitable space for parking of vehicles and equipment for the purpose of this Agreement. The Contractor shall hold the City of Tracy harmless and release the City of any and all liability as a result of theft or vandalism.

## 15) SERVICE REQUEST

- a) Using the City's current service request system, Contractor must submit a request stating the location, description and picture of any issues not related to regular tree work, this includes damages caused by Contractor.
- b) Service requests may be directly assigned to Contractor. Contractor is responsible for completing service requests in a timely manner and submitting to Operations Superintendent or designee for closure.

## 16) INVOICE

- a) Contractor will be required to submit invoices to the City on a monthly basis. Invoice format shall include, but is not be limited to: the Services performed, the district or LMD zone where tree maintenance operations took place, a list of each street where the tree work occurred, the address of each individual tree, the species, and its height and trunk diameter of each individual tree. Failure to submit invoices in this format may result in non-payment until these requirements are met.

**17) INSPECTIONS**

- a) The City Operations Superintendent or designee, will at all times have access to the work and will be furnished with every reasonable facility for ascertaining full knowledge respecting the staffing, progress, workmanship, and character of materials and equipment used and employed in the work.

**18) WITHHOLDING PAYMENT**

- a) The City may withhold payment to such extent as may be reasonably necessary to protect the City from loss, including, but not limited to, the following:
  - i) Defective or inadequate or incomplete work not corrected.
  - ii) Work performed on incorrect trees.

**19) MINOR MODIFICATIONS AND/OR ADDITIONAL WORK**

- a) Any modifications to the standards and specifications set forth in this Exhibit A shall be in writing and jointly approved by the City and Contractor.
- b) In the event that the City of Tracy should require additional work beyond the requirements of this Exhibit A, the Contractor will perform all work at a competitive price.
- c) Additional work may be added to the Agreement work as the need arises. The Contractor will perform all specified and approved additional work at the unit prices listed in Exhibit "B."
- d) ~~The Contractor must be willing to provide a competitive price for additional work that may be added to the Agreement. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials, and equipment needed to complete the additional work in a timely manner.~~
- e) The Contractor must have the ability to receive and respond to emergencies and must respond to emergency call-outs within two hours of receipt of the call.
- f) No sub-Contractors will be allowed to be added to this Agreement without the prior written consent of the City.

**20) COOPERATIVE PURCHASING**

- a) If requested, Contractor shall offer to other agencies that provide services and/or otherwise operate within the City's jurisdiction (including, without limitation, the County of San Joaquin and school districts serving the City) (**City Affiliate**) to provide the same Services Contractor is providing to the City under this Agreement on substantively the same terms and conditions (including, without limitation, the same rate schedule) as contained in this Agreement. In such event, Contractor and the City Affiliate shall enter into an agreement separate and apart from this Agreement. The City shall incur no financial or legal responsibility relating to Contractor's provision of services to a City Affiliate, and Contractor shall, to the maximum extent permitted by law, indemnify, release and hold the City harmless from any liability relating to or in connection with a purchase order from a City Affiliate, Contractor's provision of services to a City Affiliate, or any agreement between Contractor and a City Affiliate.

## EXHIBIT B - Compensation

<u>DESCRIPTION</u>	<u>Type</u>	<u>Amount</u>
Annual Grid Tree Trimming	per tree	\$ 169.00
<u>SERVICE REQUEST</u>		
0-6" dbh	per tree	\$ 75.00
7-12" dbh	per tree	\$ 150.00
13-18" dbh	per tree	\$ 250.00
19-24" dbh	per tree	\$ 375.00
25-30" dbh	per tree	\$ 500.00
31" + dbh	per tree	\$ 850.00
<u>PALM TREE</u>		
Skinning	per tree	\$ 25.00
Trimming		
Fan Palm	per tree	\$ 150.00
Date Palm	per tree	\$ 400.00
Tree and stump removal 0-36"		
Fan Palm	per DBH	\$ 69.00
Date Palm	per DBH	\$ 69.00
Tree and stump removal over 36"		
Fan Palm	per DBH	\$ 69.00
Date Palm	per DBH	\$ 69.00
Tree only		
Fan Palm	per DBH	\$ 50.00
Date Palm	per DBH	\$ 50.00
Stump only	per DBH inch	\$ 28.00
<u>TREE REMOVAL</u>		
Tree and stump removal 0-36"	per DBH	\$ 48.00
Tree and stump removal over 36"	per DBH	\$ 78.00
Tree only	per DBH	\$ 58.00
Stump only	per DBH	\$ 28.00
<u>PLANTING</u>		
15 gallon tree	Per tree	\$ 275.00
24 inch box tree	Per tree	\$ 495.00
36 inch box tree	Per tree	\$ 1,250.00



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City of Tracy -- Professional Services Agreement with WEST COAST ARBORIST, INC

CREW RENTAL	per crew hour	\$ 360.00
Per Man Hour (call-out) Emergency	per hour	\$ 140.00
EMERGENCY RESPONSE	per crew hour	\$ 420.00
GPS INVENTORY UPDATES (new areas)	per tree site	\$ 70.00
ARBORIST SERVICES	per hour	\$ 178.00
Equipment Rental #1 20 ton crane, 95' aerial tower, roll off	per hour	\$ 175.00
Equipment Rental #2 40 ton crane	per hour	\$ 250.00



Tree Care Professionals Serving Communities Who Care About Trees

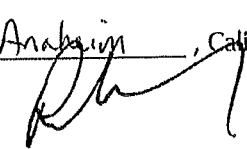
www.WCAINC.com

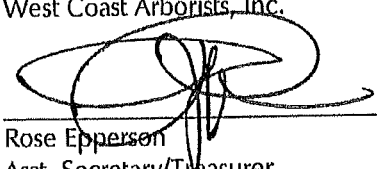
### CERTIFICATE OF CORPORATE AUTHORITY

I, Rose Epperson, being the Assistant Secretary of West Coast Arborists, Incorporated, do hereby affirm and represent as follows:

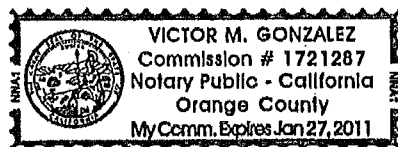
- I. That **PATRICK MAHONEY** is President of West Coast Arborists, Incorporated, and as President, is authorized to execute all documents, deeds, and contracts on behalf of West Coast Arborists, Incorporated. Furthermore, Patrick Mahoney is authorized to sign on behalf of this corporation on all contracts, bids and legally binding contracts.
- II. That **RICHARD MAHONEY** is Vice-President of West Coast Arborists, Incorporated, and as Vice-President, is authorized to execute all documents, deeds, and contracts on behalf of West Coast Arborists, Incorporated. Furthermore, Richard Mahoney is authorized to sign on behalf of this corporation on all contracts, bids and legally binding contracts.
- III. That **RANDY THOMPSON** is Vice-President of West Coast Arborists, Incorporated, and as Vice-President, is authorized to execute all documents, deeds, and contracts on behalf of West Coast Arborists, Incorporated. Furthermore, Randy Thompson is authorized to sign on behalf of this corporation on all contracts, bids and legally binding contracts.
- IV. That **ANDREW TROTTER** is Vice-President of West Coast Arborists, Incorporated, and as Vice-President, is authorized to execute all documents, deeds, and contracts on behalf of West Coast Arborists, Incorporated. Furthermore, Andrew Trotter is authorized to sign on behalf of this corporation on all contracts, bids and legally binding contracts.

Executed this 21<sup>st</sup> day of December, 2009 at Anaheim, California.

  
 Patrick Mahoney  
 President  
 West Coast Arborists, Inc.

  
 Rose Epperson  
 Asst. Secretary/Treasurer  
 West Coast Arborists, Inc.

Sworn and subscribed before me this 21<sup>st</sup> day of December, 2009.



  
 Notary Public

## West Coast Arborists, Inc.

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

**EXHIBIT B**

**City of Stockton's Insurance  
Requirements**

**Exhibit B:**  
**Insurance Requirements**  
(Professional Services)

Consultant shall procure and maintain for the duration of the contract insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees.

**MINIMUM SCOPE AND LIMIT OF INSURANCE**

Coverage shall be at least as broad as:

- 1. Commercial General Liability (CGL):** Insurance Services Office Form CG 00 01 covering CGL on an "occurrence" basis, including products and completed operations, property damage, bodily injury and personal & advertising injury with limits no less than **\$2,000,000** per occurrence. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location (ISO CG 25 03 or 25 04) or the general aggregate limit shall be twice the required occurrence limit.
- 2. Automobile Liability:** Insurance Services Office Form Number CA 0001 covering, Code 1 (any auto), or if Consultant has no owned autos, Code 8 (hired) and 9 (non-owned), with limit no less than **\$1,000,000** per accident for bodily injury and property damage.
- 3. Workers' Compensation** insurance as required by the State of California, with Statutory Limits, and Employer's Liability Insurance with limit of no less than **\$1,000,000** per accident for bodily injury or disease.  
*(Not required if consultant provides written verification it has no employees)*
- 4. Professional Liability (Errors and Omissions)** Insurance appropriate to the Consultant's profession, with limit no less than **\$1,000,000** per occurrence or claim, **\$1,000,000** aggregate.

If the Consultant maintains broader coverage and/or higher limits than the minimums shown above, the City of Stockton requires and shall be entitled to the broader coverage and/or the higher limits maintained by the contractor. Any available insurance proceeds in excess of the specified minimum limits of insurance and coverage shall be available to the City of Stockton.

**Other Insurance Provisions**

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

REV 2024-03-25

***Additional Insured Status***

The City of Stockton, its officers, officials, employees, and volunteers are to be covered as additional insureds on the CGL policy with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts, or equipment furnished in connection with such work or operations. General liability coverage can be provided in the form of an endorsement to the Contractor's insurance (at least as broad as ISO Form CG 20 10 11 85 or if not available, through the addition of **both** CG 20 10, CG 20 26, CG 20 33, or CG 20 38; **and** CG 20 37 if a later edition is used). Additional insured Name of Organization shall read "City of Stockton, its officers, officials, employees, and volunteers." Policy shall cover City of Stockton, its officers, officials, employees, and volunteers for all locations work is done under this contract.

***Primary Coverage***

For any claims related to this contract, the **Contractor's insurance coverage shall be primary and non-contributory** and at least as broad as ISO CG 20 01 04 13 as respects the City of Stockton, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Stockton, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it. This requirement shall also apply to any Excess or Umbrella liability policies. The City of Stockton does not accept endorsements limiting the Contractor's insurance coverage to the sole negligence of the Named Insured.

***Umbrella or Excess Policy***

The Contractor may use Umbrella or Excess Policies to provide the liability limits as required in this agreement. This form of insurance will be acceptable provided that all of the Primary and Umbrella or Excess Policies shall provide all of the insurance coverages herein required, including, but not limited to, primary and non-contributory, additional insured, Self-Insured Retentions (SIRs), indemnity, and defense requirements. The Umbrella or Excess policies shall be provided on a true "following form" or broader coverage basis, with coverage at least as broad as provided on the underlying Commercial General Liability insurance. No insurance policies maintained by the Additional Insureds, whether primary or excess, and which also apply to a loss covered hereunder, shall be called upon to contribute to a loss until the Contractor's primary and excess liability policies are exhausted.

***Notice of Cancellation***

Each insurance policy required above shall provide that coverage shall not be canceled, except with notice to the City of Stockton.

***Waiver of Subrogation***

Contractor hereby grants to City of Stockton a waiver of any right to subrogation which any insurer of said Contractor may acquire against the City of Stockton by virtue of the payment of any loss under such insurance. Contractor agrees to obtain any

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endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether or not the City of Stockton has received a waiver of subrogation endorsement from the insurer.

### ***Self-Insured Retentions***

Self-insured retentions must be declared to and approved by the City of Stockton. The City of Stockton may require the Contractor to purchase coverage with a lower retention or provide proof of ability to pay losses and related investigations, claim administration, and defense expenses within the retention. The policy language shall provide, or be endorsed to provide, that the self-insured retention may be satisfied by either the named insured or City of Stockton. The CGL and any policies, including Excess liability policies, may not be subject to a self-insured retention (SIR) or deductible that exceeds \$25,000 unless approved in writing by City of Stockton. Any and all deductibles and SIRs shall be the sole responsibility of Contractor or subcontractor who procured such insurance and shall not apply to the Indemnified Additional Insured Parties. City of Stockton may deduct from any amounts otherwise due Contractor to fund the SIR/deductible. Policies shall NOT contain any self-insured retention (SIR) provision that limits the satisfaction of the SIR to the Named. The policy must also provide that Defense costs, including the Allocated Loss Adjustment Expenses, will satisfy the SIR or deductible. City of Stockton reserves the right to obtain a copy of any policies and endorsements for verification.

### ***Acceptability of Insurers***

Insurance is to be placed with insurers authorized to conduct business in the state with a current A.M. Best's rating of no less than A:VII, unless otherwise acceptable to the City of Stockton.

### ***Claims Made Policies (Professional & Pollution only)***

If any of the required policies provide claims-made coverage:

1. The Retroactive Date must be shown, and must be before the date of the contract or the beginning of contract work.
2. Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***
3. If coverage is canceled or non-renewed, and not replaced ***with another claims-made policy form with a Retroactive Date prior to*** the contract effective date, the Contractor must purchase "extended reporting" coverage for a minimum of ***five (5) years*** after completion of work.

### ***Verification of Coverage***

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Contractor shall furnish the City of Stockton with original certificates and amendatory endorsements or copies of the applicable policy language effecting coverage required by this clause **and a copy of the Declarations and Endorsements Pages of the CGL and any Excess policies listing all policy endorsements.** All certificates and endorsements and copies of the Declarations & Endorsements pages are to be received and approved by the City of Stockton before work commences. However, failure to obtain the required documents prior to the work beginning shall not waive the Contractor's obligation to provide them. The City of Stockton reserves the right to require complete, certified copies of all required insurance policies, including endorsements required by these specifications, at any time. City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

***Subcontractors***

Consultant shall require and verify that all subcontractors maintain insurance meeting all the requirements stated herein, and Contractor shall ensure that City of Stockton is an additional insured on insurance required from subcontractors.

***Duration of Coverage***

CGL & Excess liability policies **for any construction related work, including, but not limited to, maintenance, service, or repair work**, shall continue coverage for a minimum of 5 years for Completed Operations liability coverage. Such Insurance must be maintained and evidence of insurance must be provided ***for at least five (5) years after completion of the contract of work.***

***Special Risks or Circumstances***

City of Stockton reserves the right to modify these requirements, including limits, based on the nature of the risk, prior experience, insurer, coverage, or other special circumstances.

**Certificate Holder Address**

The address for mailing certificates, endorsements and notices shall be:

City of Stockton  
Its Officers, Officials, Employees, and Volunteers  
400 E Main St, 3<sup>rd</sup> Floor – HR  
Stockton, CA 95202

**EXHIBIT C**  
**Price Quote**



**CITY OF TRACY  
REQUEST FOR PROPOSAL  
2023-2024 TREE MAINTENANCE PROGRAM**

**SCHEDULE OF COMPENSATION  
for  
2023-2024 TREE MAINTENANCE PROGRAM**

<b><u>DESCRIPTION</u></b>	<b><u>UNIT</u></b>	<b><u>UNIT PRICE</u></b>
Annual Grid Tree Trimming	per tree	\$ <u>169.00</u>
<b><u>SERVICE REQUEST</u></b>		
0-6" dbh	per tree	\$ <u>75.00</u>
7-12" dbh	per tree	\$ <u>150.00</u>
13-18" dbh	per tree	\$ <u>250.00</u>
19-24" dbh	per tree	\$ <u>375.00</u>
25-30" dbh	per tree	\$ <u>500.00</u>
31" + dbh	per tree	\$ <u>850.00</u>
<b><u>PALM TREE</u></b>		
Skinning	per linear foot	\$ <u>25.00</u>
Trimming	per tree	\$ <u>N/A</u>
Fan Palm	per tree	\$ <u>150.00</u>
Date Palm	per tree	\$ <u>400.00</u>
Tree and stump removal 0-36"	per DBH inch	\$ <u>N/A</u>
Fan Palm	per DBH inch	\$ <u>69.00</u>
Date Palm	per DBH inch	\$ <u>69.00</u>
Tree and stump removal over 36"	per DBH inch	\$ <u>N/A</u>
Fan Palm	per DBH inch	\$ <u>69.00</u>
Date Palm	per DBH inch	\$ <u>69.00</u>
Tree only removal	per DBH inch	\$ <u>N/A</u>
Fan Palm	per DBH inch	\$ <u>50.00</u>
Date Palm	per DBH inch	\$ <u>50.00</u>
Stump only removal	per diameter inch	\$ <u>28.00</u>
<b><u>TREE REMOVAL</u></b>		
Tree and stump removal 0-36"	per DBH inch	\$ <u>48.00</u>
Tree and stump removal over 36"	per DBH inch	\$ <u>78.00</u>
Tree only removal	per DBH inch	\$ <u>58.00</u>
Stump only removal	per diameter inch	\$ <u>28.00</u>
<b><u>PLANTING</u></b>		
15 gallon tree	per tree	\$ <u>275.00</u>
24 inch box tree	per tree	\$ <u>495.00</u>

**CITY OF TRACY  
REQUEST FOR PROPOSAL  
2023-2024 TREE MAINTENANCE PROGRAM**

36 inch box tree	per tree	\$ <u>1,250.00</u>
<b><u>CREW RENTAL (Section 10.xii)</u></b>	per hour crew	\$ <u>360.00</u>
<b><u>PER MAN HOUR (call-out) - Emergency</u></b>	per hour	\$ <u>140.00</u>
<b><u>EMERGENCY RESPONSE</u></b>	per hour crew	\$ <u>420.00</u>
<b><u>GPS INVENTORY UPDATES (new areas)</u></b>	per tree site	\$ <u>7.00</u>
<b><u>ARBORIST SERVICES</u></b>	per hour	\$ <u>178.00</u>

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**Recommendations to Scope  
Line Item Cost Below**