

## **SERVICE PROVIDER AGREEMENT**

This SERVICE PROVIDER AGREEMENT ("Agreement") is entered into this \_\_\_\_ day of June, 2022 ("Effective Date"), by and between the CITY OF ALAMEDA, a municipal corporation ("the City"), and WEST COAST ARBORISTS, INC., a California corporation, whose address is 2200 E VIA BURTON STREET, ANAHEIM, CALIFORNIA 92806 ("Provider"), in reference to the following facts and circumstances:

### **RECITALS:**

- A. City is a municipal corporation duly organized and validly existing under the laws of the State of California with the power to carry on its business as it is now being conducted under the statutes of the State of California and the Charter of the City.
- B. The City is in need of the following services: Urban Forest Maintenance Services (Citywide). City staff issued a Request for Bids (RFB) on April 11, 2022 and after a submittal period of 21 days received one timely submitted bid.
- C. Provider possesses the skill, experience, ability, background, certification and knowledge to provide the services described in this Agreement on the terms and conditions described herein.
- D. City and Provider desire to enter into an agreement for: Urban Forest Maintenance Services (Citywide), upon the terms and conditions herein.

### **AGREEMENT**

NOW, THEREFORE, in consideration of the forgoing, which are incorporated herein by reference, and for good and valuable consideration, the receipt and adequacy of which are hereby acknowledged, the City and Provider agree as follows:

#### **1. TERM:**

The term of this Agreement shall commence on the 23rd day of June 2022, and shall terminate on the 30<sup>th</sup> day of June 2027, unless terminated earlier as set forth herein.

The parties may agree to extend the term of this Agreement on a year-by-year basis, for up to four (4) additional years, at the sole discretion of the Public Works Director, based, at a minimum, upon satisfactory performance of all aspects of this Agreement. The Public Works Director may submit written notice that the Agreement is to be extended at the same terms and compensation as the existing Agreement or the compensation may be adjusted by the Construction Cost Index for the San Francisco Bay Area as reported in the Engineering News Record for the previous calendar year for the trade(s) associated with the services or tasks.

2. **SERVICES TO BE PERFORMED:**

Provider agrees to do all necessary work at its own cost and expense, to furnish all labor, tools, equipment, materials, except as otherwise specified, and to do all necessary work included in Exhibit A as requested. The Provider acknowledges that the work plan included in Exhibit A is tentative and does not commit the City to request Provider to perform all tasks included therein.

3. **COMPENSATION TO PROVIDER:**

a. By the 7<sup>th</sup> day of each month, Provider shall submit to the City an invoice for the total amount of work done the previous month. Pricing and accounting of charges are to be according to the fee schedule as set forth in Exhibit A and incorporated herein by this reference. Extra work must be approved in writing by the City Manager or their designee prior to performance and shall be paid on a Time and Material basis as set forth in Exhibit A.

b. Compensation for work done under this Agreement, shall not exceed as follows:

FY 22-23 total compensation shall not exceed \$2,471,175.00

FY 23-24 total compensation shall not exceed \$2,545,310.00

FY 24-25 total compensation shall not exceed \$2,621,670.00

FY 25-26 total compensation shall not exceed \$2,700,320.00

FY 26-27 total compensation shall not exceed \$2,781,330.00

Total five year compensation shall not exceed \$13,119,805.00

Use of contingency shall be for items of work outside the original scope and requires prior written authorization by the City.

4. **TIME IS OF THE ESSENCE:**

Provider and City agree that time is of the essence regarding the performance of this Agreement.

5. **STANDARD OF CARE:**

Provider agrees to perform all services hereunder in a manner commensurate with the prevailing standards of like professionals or service providers, as applicable, in the San Francisco Bay Area and agrees that all services shall be performed by qualified and experienced personnel who are not employed by the City.

6. **INDEPENDENT PARTIES:**

Provider hereby declares that Provider is engaged as an independent business and Provider agrees to perform the services as an independent contractor. The manner and means of conducting the services and tasks are under the control of Provider, except to the extent they are limited by statute, rule or regulation and the express terms of this Agreement. No civil service status or other right of employment will be acquired by virtue of Provider's services. None of the

by City to its employees, including but not limited to unemployment insurance, workers' compensation plans, vacation and sick leave are available from City to Provider, its employees or agents. Deductions shall not be made for any state or federal taxes, FICA payments, PERS payments, or other purposes normally associated with an employer-employee relationship from any compensation due to Provider. Payments of the above items, if required, are the responsibility of Provider.

7. **IMMIGRATION REFORM AND CONTROL ACT (IRCA):**

Provider assumes any and all responsibility for verifying the identity and employment authorization of all of its employees performing work hereunder, pursuant to all applicable IRCA or other federal, or state rules and regulations. Provider shall indemnify, defend, and hold City harmless from and against any loss, damage, liability, costs or expenses arising from any noncompliance of this provision by Provider.

8. **NON-DISCRIMINATION:**

Consistent with the City's policy and state and federal law that harassment and discrimination are unacceptable conduct, Provider and its employees, contractors, and agents shall not harass or discriminate against any job applicant, City employee, or any other person on the basis of any kind of any statutorily (federal, state or local) protected class, including but not limited to: race, religious creed, color, national origin, ancestry, disability (both mental and physical) including HIV and AIDS, medical condition (e.g. cancer), genetic information, marital status, sex, gender, gender identity, gender expression, age, sexual orientation, pregnancy, political affiliation, military and veteran status or legitimate union activities. Provider agrees that any violation of this provision shall constitute a material breach of this Agreement.

9. **HOLD HARMLESS:**

a. To the fullest extent permitted by law, Provider shall indemnify, defend (with counsel acceptable to the City) and hold harmless the City, its City Council, boards, commissions, officials, employees, agents and volunteers ("Indemnitees") from and against any and all loss, damages, liability, obligations, claims, suits, judgments, costs and expenses whatsoever, including reasonable attorney's fees and costs of litigation ("Claims"), arising from or in any manner connected to Provider's performance of its obligations under this Agreement or out of the operations conducted by Provider even if the City is found to have been negligent. If the Claims filed against Indemnitees allege negligence, recklessness or willful misconduct on the part of Provider, Provider shall have no right of reimbursement against Indemnitees for the costs of defense even if negligence, recklessness or willful misconduct is not found on the part of Provider. Provider shall not have any obligations to indemnify Indemnitees if the loss or damage is found to have resulted solely from the negligence or the willful misconduct of the City. The defense and indemnification obligations of this Agreement are undertaken in addition to, and shall not in any way be limited by, the insurance obligations contained in this Agreement.

b. As to Claims for professional liability only, Provider's obligation to defend Indemnitees (as set forth above) is limited as provided in California Civil Code Section 2782.8.

c. Provider's obligation to indemnify, defend and hold harmless Indemnities shall expressly survive the expiration or early termination of this Agreement.

10. **INSURANCE:**

a. On or before the commencement of the terms of this Agreement, Provider shall furnish the City's Risk Manager with certificates showing the type, amount, class of operations covered, effective dates and dates of expiration of insurance coverage in compliance with Sections 10.b. (1) through (4). Such certificates, which do not limit Provider's indemnification, shall also contain substantially the following statement:

"Should any of the above insurance covered by this certificate be canceled or coverage reduced before the expiration date thereof, the insurer affording coverage shall provide thirty (30) days' advance written notice to the City of Alameda. Attention: Risk Manager."

Provider shall maintain in force at all times during the performance of this Agreement all appropriate coverage of insurance required by this Agreement with an insurance company licensed to offer insurance business in the State of California with a current A.M. Best's rating of no less than A:VII or Standard & Poor's Rating (if rated) of at least BBB unless otherwise acceptable to the City. Provider shall deliver updated insurance certificates to the City at the address described in Section 17.f. prior to the expiration of the existing insurance certificate for the duration of the term of Agreement. Endorsements naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers as additional insured shall be submitted with the insurance certificates.

  
\_\_\_\_\_  
Provider Initials

b. **COVERAGE REQUIREMENTS:**

Provider shall maintain insurance coverage and limits at least as broad as:

(1) **Workers' Compensation:**

Statutory coverage as required by the State of California.

(2) **Liability:**

Commercial general liability coverage in the following minimum limits:

Bodily Injury:	\$1,000,000 each occurrence \$2,000,000 aggregate - all other
Property Damage:	\$1,000,000 each occurrence 2,000,000 aggregate

If submitted, combined single limit policy with per occurrence limits in the amounts of \$2,000,000 and aggregate limits in the amounts of \$4,000,000 will be considered equivalent

to the required minimum limits shown above. Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(3) Automotive:

Comprehensive automobile liability coverage (any auto) in the following minimum limits:

Bodily injury: \$1,000,000 each occurrence

Property Damage: \$1,000,000 each occurrence

or

Combined Single Limit: \$2,000,000 each occurrence

Additional Insured Endorsement naming the City, its City Council, boards, commissions, officials, employees, agents, and volunteers is required.

(4) Professional Liability:

Professional liability insurance which includes coverage appropriate for the professional acts, errors and omissions of Provider's profession and work hereunder, including, but not limited to, technology professional liability errors and omissions if the services being provided are technology-based, in the following minimum limits:

\$2,000,000 each occurrence

Technology professional liability errors and omissions shall include, or be endorsed to include, property damage liability coverage for damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City in the care, custody, or control of Provider. If not covered under Provider's liability policy, such "property" coverage of the City may be endorsed onto Provider's Cyber Liability Policy as covered property as follows: cyber liability coverage in an amount sufficient to cover the full replacement value of damage to, alteration of, loss of, or destruction of electronic data and/or information "property" of the City that will be in the care, custody, or control of Provider.

a. SUBROGATION WAIVER:

Provider hereby agrees to waive rights of subrogation that any insurer of Provider may acquire from Provider by virtue of the payment of any loss. Provider agrees to obtain any endorsement that may be necessary to affect this waiver of subrogation, but this provision applies regardless of whether the City has received a waiver of subrogation endorsement from the insurer. The Workers' Compensation policy shall be endorsed with a waiver of subrogation in favor of the City for all work performed by Provider, its employees, agents and subcontractors.

b. FAILURE TO SECURE:

If Provider at any time during the term hereof should fail to secure or maintain the foregoing insurance, the City shall be permitted to obtain such insurance in Provider's name or as an agent of Provider and shall be compensated by Provider for the costs of the insurance premiums at the maximum rate permitted by law and computed from the date written notice is received that the premiums have not been paid.

c. ADDITIONAL INSURED:

The City, its City Council, boards, commissions, officials, employees, agents, and volunteers shall be named as additional insured(s) under all insurance coverages, except workers' compensation and professional liability insurance. The naming of an additional insured shall not affect any recovery to which such additional insured would be entitled under this policy if not named as such additional insured. An additional insured named herein shall not be held liable for any premium, deductible portion of any loss, or expense of any nature on this policy or any extension thereof. Any other insurance held by an additional insured shall not be required to contribute anything toward any loss or expense covered by the insurance provided by this policy. Additional Insured coverage under Provider's policy shall be primary and non-contributory and will not seek contribution from the City's insurance or self-insurance. Any available insurance proceeds broader than or in excess of the specified minimum insurance coverage requirements and/or limits shall be available to the additional insured(s).

d. SUFFICIENCY OF INSURANCE:

The insurance limits required by the City are not represented as being sufficient to protect Provider. Provider is advised to consult Provider's insurance broker to determine adequate coverage for Provider. The coverage and limits shall be (1) the minimum coverage and limits specified in this Agreement; or (2) the broader coverage and maximum limits of the coverage carried by or available to Provider; whichever is greater.

11. CONFLICT OF INTEREST:

Provider warrants that it is not a conflict of interest for Provider to perform the services required by this Agreement. Provider may be required to fill out a conflict of interest form if the services provided under this Agreement requires Provider to make certain governmental decisions or serve in a staff capacity as defined in Title 2, Division 6, Section 18700 of the California Code of Regulations.

12. PROHIBITION AGAINST TRANSFERS:

a. Provider shall not assign, sublease, hypothecate, or transfer this Agreement, or any interest therein, directly or indirectly, by operation of law or otherwise, without prior written consent of the City Manager. Provider shall submit a written request for consent to transfer to the City Manager at least thirty (30) days in advance of the desired transfer. The City Manager or their



designee may consent or reject such request in their sole and absolute discretion. Any attempt to do so without said consent shall be null and void, and any assignee, sublessee, hypothecate or transferee shall acquire no right or interest by reason of such attempted assignment, hypothecation or transfer. However, claims for money against the City under this Agreement may be assigned by Provider to a bank, trust company or other financial institution without prior written consent.

b. The sale, assignment, transfer or other disposition of any of the issued and outstanding capital stock, membership interest, partnership interest, or the equivalent, which shall result in changing the control of Provider, shall be construed as an assignment of this Agreement. Control means fifty percent or more of the voting power of Provider

### 13. APPROVAL OF SUB-PROVIDERS:

a. Only those persons and/or businesses whose names and resumés are attached to this Agreement shall be used in the performance of this Agreement. However, if after the start of this Agreement, Provider wishes to use sub-providers, at no additional costs to the City, then Provider shall submit a written request for consent to add sub-providers including the names of the sub-providers and the reasons for the request to the City Manager at least five (5) days in advance. The City Manager may consent or reject such requests in their sole and absolute discretion.

b. Each sub-provider shall be required to furnish proof of workers' compensation insurance and shall also be required to carry general, automobile and professional liability insurance (as applicable) in reasonable conformity to the insurance carried by Provider.

c. In addition, any tasks or services performed by sub-providers shall be subject to each provision of this Agreement. Provider shall include the following language in their agreement with any sub-provider: "Sub-providers hired by Provider agree to be bound to Provider and the City in the same manner and to the same extent as Provider is bound to the City."

d. The requirements in this Section 13 shall not apply to persons who are merely providing materials, supplies, data or information that Provider then analyzes and incorporates into its work product.

### 14. PERMITS AND LICENSES:

Provider, at its sole expense, shall obtain and maintain during the term of this Agreement, all appropriate permits, certificates and licenses, including a City Business License that may be required in connection with the performance of the services and tasks hereunder.

### 15. REPORTS:

a. Each and every report, draft, work product, map, record and other document produced, prepared or caused to be prepared by Provider pursuant to or in connection with this Agreement shall be the exclusive property of City.

b. No report, information or other data given to or prepared or assembled by Provider pursuant to this Agreement shall be made available to any individual or organization by Provider without prior approval of the City Manager or his/her designee.

c. Provider shall, at such time and in such form as City Manager or his/her designee may require, furnish reports concerning the status of services and tasks required under this Agreement.

#### 16. **RECORDS:**

a. Provider shall maintain complete and accurate records with respect to the services, tasks, work, documents and data in sufficient detail to permit an evaluation of the Provider's performance under the Agreement, as well as maintain books and records related to sales, costs, expenses, receipts and other such information required by City that relate to the performance of the services and tasks under this Agreement (collectively the "Records").

b. All Records shall be maintained in accordance with generally accepted accounting principles and shall be clearly identified and readily accessible. Provider shall provide free access to the Records to the representatives of City or its designees during regular business hours upon reasonable prior notice. The City has the right to examine and audit the Records, and to make copies or transcripts therefrom as necessary, and to allow inspection of all proceedings and activities related to this Agreement. Such Records, together with supporting documents, shall be kept separate from other documents and records and shall be maintained by Provider for a period of three (3) years after receipt of final payment.

c. If supplemental examination or audit of the Records is necessary due to concerns raised by City's preliminary examination or audit of records, and the City's supplemental examination or audit of the records discloses a failure to adhere to appropriate internal financial controls, or other breach of this Agreement or failure to act in good faith, then Provider shall reimburse the City for all reasonable costs and expenses associated with the supplemental examination or audit.

#### 17. **NOTICES:**

a. All notices shall be in writing and delivered: (i) by hand; or (ii) sent by registered, express, or certified mail, with return receipt requested or with delivery confirmation requested from the U.S. postal service; or (iii) sent by overnight or same day courier service at the party's respective address listed in this Section.

b. Each notice shall be deemed to have been received on the earlier to occur of: (x) actual delivery or the date on which delivery is refused; or (y) three (3) days after notice is deposited in the U.S. mail or with a courier service in the manner described above (Sundays and City holidays excepted).

c. Either party may, at any time, change its notice address (other than to a post office box address) by giving the other party three (3) days prior written notice of the new address.



d. All notices, demands, requests, or approvals from Provider to City shall be addressed to City at:

Jesse Barajas, Public Works Project Manager II  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
Phone: (510) 747-7900/Fax: (510) 769-6030

e. All notices, demands, requests, or approvals from City to Provider shall be addressed to Provider at:

West Coast Arborists, Inc.  
2200 E. Via Burton Street  
Anaheim, CA 92806  
ATTENTION: Joe Bartolo, Area Manager  
Ph: (714) 412-7656  
jbartolo@wcainc.com

f. All updated insurance certificates from Provider to the City shall be addressed to the City at:

City of Alameda  
Public Works Department  
950 West Mall Square, Room 110  
Alameda, CA 94501  
ATTENTION: Jeanette Navarro, Engineering Office Assistant  
Ph: (510) 747-7932 / Email: [jnavarro@alamedaca.gov](mailto:jnavarro@alamedaca.gov)

18. **SAFETY:**

a. The Provider will be solely and completely responsible for conditions of all vehicles owned or operated by Provider, including the safety of all persons and property during performance of the services and tasks under this Agreement. This requirement will apply continuously and not be limited to normal working hours. In addition, Provider will comply with all safety provisions in conformance with U.S. Department of Labor Occupational Safety and Health Act, any equivalent state law, and all other applicable federal, state, county and local laws, ordinances, codes, and any regulations that may be detailed in other parts of the Agreement. Where any of these are in conflict, the more stringent requirements will be followed. The Provider's failure to thoroughly familiarize itself with the aforementioned safety provisions will not relieve it from compliance with the obligations and penalties set forth herein.

b. The Provider will immediately notify the City within 24 hours of any incident of death, serious personal injury or substantial property damage that occurs in connection with the performance of this Agreement. The Provider will promptly submit to the City a written report of

all incidents that occur in connection with this Agreement. This report must include the following information: (i) name and address of injured or deceased person(s); (ii) name and address of Provider's employee(s) involved in the incident; (iii) name and address of Provider's liability insurance carrier; (iv) a detailed description of the incident; and (v) a police report.

**19. TERMINATION:**

a. In the event Provider fails or refuses to perform any of the provisions hereof at the time and in the manner required hereunder, Provider shall be deemed in default in the performance of this Agreement. If such default is not cured within two (2) business days after receipt by Provider from City of written notice of default, specifying the nature of such default and the steps necessary to cure such default; City may thereafter immediately terminate the Agreement forthwith by giving to the Provider written notice thereof.

b. The foregoing notwithstanding, City shall have the option, at its sole discretion and without cause, of terminating this Agreement by giving seven (7) days' prior written notice to Provider as provided herein.

c. Upon termination of this Agreement either for cause or for convenience, each party shall pay to the other party that portion of compensation specified in this Agreement that is earned and unpaid prior to the effective date of termination. The obligation of the parties under this Section 19.c. shall survive the expiration or early termination of this Agreement.

**20. ATTORNEY'S FEES:**

In the event of the bringing of any action or suit by a party hereto against the other party by reason of any breach of any covenants, conditions, obligation or provision arising out of this Agreement, the prevailing party shall be entitled to recover from the non-prevailing party all of its costs and expenses of the action or suit, including reasonable attorneys' fees, experts' fees, all court costs and other costs of action incurred by the prevailing party in connection with the prosecution or defense of such action and enforcing or establishing its rights hereunder (whether or not such action is prosecuted to a judgment). For the purposes of this Agreement, reasonable fees of attorneys of the Alameda City Attorney shall be based on the fees regularly charged by private attorneys with the equivalent number of years of experience in the subject matter area of the law for which the Alameda City Attorney's services were rendered who practice in Alameda County in law firms with approximately the same number of attorneys as employed by the Alameda City Attorney's Office.

**21. HEALTH AND SAFETY REQUIREMENTS.**

Provider acknowledges that the City shall have the right to impose, at the City's sole discretion, requirements that it deems are necessary to protect the health and safety of the City employees, residents, and visitors. Provider agrees to comply with all such requirements, including, but not limited to, mandatory vaccinations, the use of personal protective equipment (e.g. masks), physical distancing, and health screenings. Provider also agrees to make available to the City, at the

City's request, records to demonstrate Provider's compliance with this Section. [See Certification of Compliance attached.]

**22. COMPLIANCE WITH ALL APPLICABLE LAWS:**

During the term of this Agreement, Provider shall keep fully informed of all existing and future state and federal laws and all municipal ordinances and regulations of the City of Alameda which affect the manner in which the services or tasks are to be performed by Provider, as well as all such orders and decrees of bodies or tribunals having any jurisdiction or authority over the same. Provider shall comply with all applicable laws, state and federal and all ordinances, rules and regulations enacted or issued by the City.

**23. CONFLICT OF LAW:**

This Agreement shall be interpreted under, and enforced by the laws of the State of California without regard to any choice of law rules which may direct the application of laws of another jurisdiction. The Agreement and obligations of the parties are subject to all valid laws, orders, rules, and regulations of the authorities having jurisdiction over this Agreement (or the successors of those authorities). Any suits brought pursuant to this Agreement shall be filed with the courts of the County of Alameda, State of California.

**24. WAIVER:**

A waiver by the City of any breach of any term, covenant, or condition contained herein shall not be deemed to be a waiver of any subsequent breach of the same or any other term, covenant, or condition contained herein, whether of the same or a different character.

**25. INTEGRATED CONTRACT:**

Subject to the language of Section 30, the Recitals and exhibits are a material part of this Agreement and are expressly incorporated herein. This Agreement represents the full and complete understanding of every kind or nature whatsoever between the parties hereto, and all preliminary negotiations and agreements of whatsoever kind or nature are merged herein. No verbal agreement or implied covenant shall be held to vary the provisions hereof. Any modification of this Agreement will be effective only by written execution signed by both the City and Provider.

**26. DEPARTMENT OF INDUSTRIAL RELATIONS COMPLIANCE AND PREVAILING WAGE REQUIREMENTS ON PUBLIC WORKS PROJECTS:**

Effective January 1, 2015, no Contractor or Subcontractor may be listed on a bid proposal for a public works project (submitted after March 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 (with the limited exceptions from this requirement for bid purposed only under Labor code Section 1771.1(a)). Register at <https://efiling.dir.ca.gov/PWCR>

No Contractor or Subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

This project is subject to compliance monitoring and enforcement by the Department of Industrial Relations.

The Prime Contractor is required to post job site notices prescribed by regulations. See 8 Calif. Code Regulation §16451(d).

Effective April 1, 2015, All Contractors and Subcontractors must furnish electronic certified payroll records directly to the Labor Commissioner at: <https://apps.dir.ca.gov/ecpr/das/altlogin>

**27. REGISTRATION OF CONTRACTORS:**

Before submitting bids, contractors shall be licensed in accordance with the provisions of Chapter 9, Division 3, of the Business and Professional Code of the State of California.

**28. PCC SECTION 9204 SUMMARY - CLAIMS SUBMITTED BETWEEN 01-01-2017 AND 01-01-2027.:**

Notwithstanding anything else to the contrary stated in the Information For Bidders (IFB) or the Contract Documents, all claims, regardless of dollar amount, submitted between January 1, 2017 and January 1, 2027 shall be governed by PCC Section 9204 and this section.

The following provisions and procedures shall apply:

A. For the purposes of this section, the term "Claim", "Contractor", "mediation", "Public Entity" "Public works project" and "Subcontractor" shall have the meaning provided for in PCC Section 9204.

B. Contractor shall submit each Claim (whether for a time extension, payment for money or damages) in writing and in compliance with PCC Section 9204. Contractor must include reasonable documentation to support each claim.

C. Upon receipt of a Claim, the City shall conduct a reasonable review and respond in writing within 45 days of receipt and shall identify in a written statement what portions of the claim are disputed and undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The City and Contractor may mutually agree to extend the 45 day response time.

D. If the City needs approval from the City Council to provide a written statement, the 45 days may be extended to 3 days following the next duly noticed public meeting pursuant to PCC Section 9204(d)(1)(C).

E. If the City fails to timely respond to a Claim or if Contractor disputes the City's response, Contractor may submit a written demand for an informal meet and confer conference with the City to settle the issues in dispute. The demand must be sent via registered or certified mail, return receipt requested. Upon receipt, the City shall schedule the conference within 30 days.



F. Within 10 business days following the informal meet and confer conference, the City shall submit to Contractor a written statement describing any issues remaining in dispute and that portion which is undisputed. Undisputed portions of the Claim shall be process and paid within 60 days of the written statement. Undisputed amounts not paid in a timely manner shall bear interest at 7% per annum. The issues remaining in dispute shall be submitted to non-binding mediation. If the City and Contractor mutually agree on a mediator, each party shall pay equal portions of all associated costs. If within 10 business days, the City and Contractor cannot agree on a mediator, each party shall select a mediator (paying all costs associated with their selected mediator), and those mediators shall select a qualified neutral third party to mediate the disputed issues. The City and Contractor shall pay equal portions of all associated costs of such third party mediator.

G. Unless otherwise agreed by the City and Contractor, any mediation conducted hereunder shall excuse any further obligation under Public Contract Code Section 20104.4 to mediate after litigation has commenced.

H. The City reserves all rights and remedies that it has pursuant to the Construction Contract, plans and specification, at law or in equity which are not in conflict with PCC 9204.

This Section shall be automatically extended if legislation is lawfully passed which extends the terms of Public Contract Code Section 9204 beyond January 1, 2027.

29. **CAPTIONS:**

The captions in this Agreement are for convenience only, are not a part of the Agreement and in no way affect, limit or amplify the terms or provisions of this Agreement.

30. **COUNTERPARTS:**

This Agreement may be executed in any number of counterparts (including by fax, PDF, DocuSign, or other electronic means), each of which shall be deemed an original, but all of which shall constitute one and the same instrument.

31. **SIGNATORY:**

By signing this Agreement, signatory warrants and represents that they executed this Agreement in their authorized capacity and that by their signature on this Agreement, they or the entity upon behalf of which they acted, executed this Agreement.


32. **CONTROLLING AGREEMENT:**

In the event of a conflict between the terms and conditions of this Agreement (as amended, supplemented, restated or otherwise modified from time to time) and any other terms and conditions wherever contained, including, without limitation, terms and conditions included within exhibits, the terms and conditions of this Agreement shall control and be primary.

*Signatures on next page*

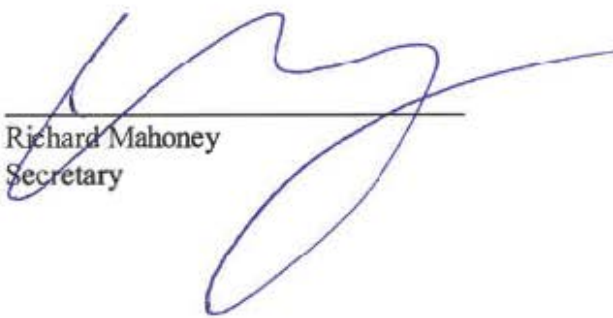
IN WITNESS WHEREOF, the parties have caused the Agreement to be executed on the day and year first above written.

WEST COAST ARBORISTS, INC.  
A California corporation


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

CITY OF ALAMEDA  
A Municipal Corporation

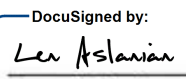
\_\_\_\_\_  
Dirk Brazil  
Interim City Manager

  
\_\_\_\_\_  
Richard Mahoney  
Secretary

RECOMMENDED FOR APPROVAL

DocuSigned by:  
  
\_\_\_\_\_  
Erin Smith  
Public Works Director

APPROVED AS TO FORM:  
City Attorney

DocuSigned by:  
  
\_\_\_\_\_  
Len Aslanian  
Assistant City Attorney



## **Certification of Compliance With the City of Alameda's Vaccination Requirement**

The City of Alameda ("City") requires all individuals who perform work for the City to be fully vaccinated<sup>1</sup> against COVID-19. All service providers and contractors for the City must sign the following statement certifying compliance with this requirement.

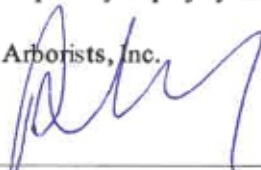
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By signing below, I certify that all of our personnel who are performing work for the City are fully vaccinated against COVID-19. I also acknowledge that the City reserves the right to review any relevant records to demonstrate our compliance with this requirement.

I declare under penalty of perjury that the foregoing is true and correct.

West Coast Arborists, Inc.

Date: 05/10/22

  
By: Patrick Mahoney  
Its President

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<sup>1</sup> For the purposes of this Certification of Compliance, an individual is considered to be fully vaccinated if two weeks have passed since their second dose in a 2-dose series (such as the Pfizer or Moderna vaccines) or if two weeks have passed since receiving their single-dose vaccine (such as Johnson & Johnson's Janssen vaccine).



*Tree Care Professionals Serving Communities Who Care About Trees*

[www.WCAINC.com](http://www.WCAINC.com)

April 28, 2022

City of Alameda

**Attn: Jesse Barajas**

950 W. Mall Square, Room 110

Alameda, CA 94501

**RE: RFB Urban Forest Maintenance Services (Citywide)**

**Due: Tuesday, May 3, 2022 at 2:00PM**

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree maintenance services for the City of Alameda. WCA is a family-owned and operated company employing over 1,000 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a period of 120 days.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 50-year track record of working for more than 330 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping) and Class C31 (Traffic Control). We currently employ over 90 Certified Arborists and over 150 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

Our employees will operate from our Pinole Office located at 781 San Pablo Avenue, Pinole, CA 94564. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com). Joe Bartolo, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 412-7656 or [jbartolo@wcainc.com](mailto:jbartolo@wcainc.com).

Sincerely,

  
Patrick Mahoney, President

**West Coast Arborists, Inc.**

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

**EXHIBIT B****BID PROPOSAL****Request for Bid**

Proposal to the COUNCIL of the  
CITY OF ALAMEDA:

**Filed:**

Urban Forest Maintenance Services  
Alameda, California  
(Citywide)

The undersigned declares that he has carefully examined the location of the proposed work and the Bid, Solicitation therefore, referred to herein, and hereby proposes to furnish all labor, materials, machinery, tools and equipment required to perform the work, and to do all the said work, in accordance with said Bid Solicitation for the unit prices set forth in the following schedule:

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
1.	<del>1 each</del>	Tree Inventory (Street Trees and Trees Requiring Line Clearances		
		@ <del>One Hundred Twenty Thousand</del>	<del>\$120,000.00</del>	<del>\$ 120,000.00</del>
		<del>00/100 Dollars</del>	<u>\$0.00</u>	<u>\$0.00</u>
		Each		
2a.	300 each	Wire Clearance (Public Right-of-Way and Private Property) of Trees 12"-18" Diameter		
		@ <u>Three Hundred Twenty-Five</u>	<u>\$325.00</u>	<u>\$ 97,500.00</u>
		<u>00/100 Dollars</u>		
		Each		
2b.	400 each	Wire Clearance (Public Right-of-Way and Private Property) of Trees 18"- 24" Diameter		
		@ <u>Four Hundred Twenty-Five</u>	<u>\$ 425.00</u>	<u>\$ 170,000.00</u>
		<u>00/100 Dollars</u>		
		Each		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
2c.	300 each	Wire Clearance (Public Right-of-Way and Private Property) of Trees 24"+ Diameter		
		@ <u>Six Hundred Twenty-Five</u>	<u>\$625.00</u>	<u>\$ 187,500.00</u>
		<u>00/100 Dollars</u>		
		Each		
2d.	100 each	Crew Rental Rates for Trees on Private Property		
		@ <u>Three Hundred Sixty</u>	<u>\$ 360.00</u>	<u>\$ 36,000.00</u>
		<u>00/100 Dollars (3 man crew)</u>		
		Each		
3a.	75 each	Tree Removal and Stump Grinding of Trees 6"- 12" Diameter		
		@ <u>Six Hundred Seventy-Five</u>	<u>\$675.00</u>	<u>\$ 50,625.00</u>
		<u>00/100 Dollars</u>		
		Each		
3b.	75 each	Tree Removal and Stump Grinding of Trees 12"- 18" Diameter		
		@ <u>Nine Hundred Seventy-Five</u>	<u>\$ 975.00</u>	<u>\$ 73,125.00</u>
		<u>00/100 Dollars</u>		
		Each		
3c.	75 each	Tree Removal and Stump Grinding of Trees 18"- 24" Diameter		
		@ <u>One Thousand Eight Hundred</u>	<u>\$ 1,800.00</u>	<u>\$ 135,000.00</u>
		<u>00/100 Dollars</u>		
		Each		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
3d.	75 each	Tree Removal and Stump Grinding of Trees 24"+ Diameter		
		@ Two Thousand Eight Hundred	\$ 2,800.00	\$ 210,000.00
		<u>00/100 Dollars</u>		
		Each		
4a.	600 each	Tree Pruning (Street Trees and Park Trees) of Trees 6" – 12" Diameter		
		@ One Hundred Forty-Five	\$ 145.00	\$ 87,000.00
		<u>00/100 Dollars</u>		
		Each		
4b.	2,000 each	Tree Pruning (Street Trees and Park Trees) of Trees 12" – 18" Diameter		
		@ Two Hundred Twenty-Five	\$ 225.00	\$ 450,000.00
		<u>00/100 Dollars</u>		
		Each		
4c.	1,000 each	Tree Pruning (Street Trees and Park Trees) of Trees 18" – 24" Diameter		
		@ Three Hundred Twenty-Five	\$ 325.00	\$ 325,000.00
		<u>00/100 Dollars</u>		
		Each		
4d.	600 each	Tree Pruning (Street Trees and Park Trees) of Trees 24"+ Diameter		
		@ Five Hundred Twenty-Five	\$ 525.00	\$ 315,000.00
		<u>00/100 Dollars</u>		
		Each		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
5.	300 each	Young Tree Pruning and Maintenance		
		@ Seventy-Five	\$ 75.00	\$ 22,500.00
		00/100 Dollars		
		Each		

6.	200 each	Planting Stakes and Watering of 15-Gallon Nursery Trees (City Supplied)		
		@ Three Hundred Seventy-Five	\$ 375.00	\$ 75,000.00
		00/100 Dollars		
		Each		

7.	40 hour	Emergency Call Out		
		@ Five Hundred Seventy	\$ 570.00	\$ 22,800.00
		00/100 Dollars		
		Each		

<b>TOTAL BASE BID</b>	\$ <del>2,377,050.00</del>
	<b>\$2,257,050.00</b>

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
	350 each	15-Gallon Nursery Stock Tree of Various Species selected by the City in accordance with ANSI Z60.1-2004		
		@ One Hundred Twenty-Five	\$ 125.00	\$ 43,750.00
		00/100 Dollars		
		Each		

<b>TOTAL ADD ALTERNATE #1</b>	\$ 43,750.00
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Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
<b>ADD ALTERNATE #2</b>				
	350 each	Additional Weekly Watering of Contractor Planted Trees for an additional six-month period (first three months included in Item 6 above. Or weekly watering of City identified planted trees for a six-month period.		
		@ Fifteen	\$ 15.00	\$ 5,250.00
		00/100 Dollars		
		Each		
	100 each	Tree Skirting to meet sidewalk and/or street clearance		
		@ Eighty-Five	\$ 85.00	\$ 8,500.00
		00/100 Dollars		
		Each		
	<del>840 Hours</del>	Crew Rental consist of three crew members including all equipment and supplies		
		@ <del>Three Hundred Sixty</del>	<del>\$ 360.00</del>	<del>\$ 302,400.00</del>
		<del>00/100 Dollars</del>	<del>\$ 0.00</del>	<del>\$ 0.00</del>
		Hours		
	<del>700 each</del> <b>70 each</b>	Service Line Clearance/ Street Light Clearances		
		@ One Hundred Seventy-Five	\$ 175.00	<del>\$ 122,500.00</del>
		00/100 Dollars		<b>\$12,250.00</b>
		Each		
	20 each	Collect/Clean Fallen Branches 2" to 6"		
		@ Three Hundred Sixty	\$ 360.00	\$ 7,200.00
		00/100 Dollars		
		Each		

Item No.	Approximate Quantity	Items with Unit Prices Written in Words	Unit Price	Total Price
	20 each	Collect/Clean Fallen Branches 6" to 12"		
		@ Seven Hundred Twenty	\$ 720.00	\$ 14,400.00
		00/100 Dollars		
		Each		
	12 each	Stumps Grinding Fixed Rate		
		@ Four Hundred Twenty-Five	\$ 425.00	\$ 5,100.00
		00/100 Dollars		
		Each		
<b>TOTAL ADD ALTERNATE #2</b>			<del>\$ 465,350.00</del>	<b>\$52,700</b>
<b>TOTAL BASE BID</b>			<del>\$ 2,377,050.00</del>	<b>\$2,257,050.00</b>
<b>TOTAL BASE BID + ADD ALT. 1</b>			<del>\$ 2,420,800.00</del>	<b>\$2,300,800.00</b>
<b>TOTAL BASE BID + ADD ALT. 2</b>			<del>\$ 2,842,400.00</del>	<b>\$2,309,750.00</b>
<b>TOTAL BASE BID + ADD ALT. 1 + ADD ALT. 2</b>			<del>\$ 2,886,150.00</del>	<b>\$2,353,500.00</b>

Amount of Time Required to Commence

Work After Receipt of Notice to Proceed:

5 Working Days

**Note: The City may suspend the Agreement for a period of time not to exceed 120 days and require the Service provider to hold its bid prices listed in its proposal form during that suspension time period.**

The undersigned agrees to execute the contract required in said Specifications, to the satisfaction of the Council of the City of Alameda, with the necessary bonds, if any be required, within ten days, not including Sundays or legal holidays, after receiving notice that the contract has been awarded and is ready for signature; and further agrees that, in case of his default in any of the foregoing provisions, the proceeds of any heck which may accompany his bid in lieu of a bid bond shall become the property of the City of Alameda as agreed and liquidated damages.

Firm Name (Please Print) West Coast Arborists, Inc.

Signature of Person on Behalf of Firm   
Patrick Mahoney, President

Business Address 781 San Pablo Avenue  
Pinole, CA

Zip Code 94564

Dated: 04/27/22

Phone (714) 991-1900

Name	Title	Address
(Of Officers or Partners)		
Patrick Mahoney	President	191 S. Cobblestone Ln., Anaheim, CA 92807
Richard Mahoney	Secretary	565 Peralta Hills Dr., Anaheim, CA 92807
Rose Epperson	Treasurer	32622-B Success Valley Dr., Porterville, CA 93257

Incorporated under the laws of the State of California

Contractor's License No. 366764 Expiration Date: 12/31/22

The signature above certifies that the foregoing information given on this document is true and correct under penalty of perjury. (Section 7028.15 California Business and Professionals Code.)

The Bidder shall list the name and address of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

**PROPOSED SUBCONTRACTOR FORM**

The Bidder shall list the name, address, license number and Department of Industrial Relations number of each subcontractor to whom the Bidder proposes to subcontract portions of the work, as required by the provisions in Section 2-1.054, "Required Listing of Proposed Subcontractors," of the Standard Specifications and Section 2-1.01, "General," for the special provisions.

COMPANY NAME	CA LICENSE NO.	BUSINESS ADDRESS	DESCRIPTION OF WORK	DIR NO.
NO SUBCONTRACTORS TO BE USED				

(This form may be duplicated if necessary to list additional subcontractors)

(THE BIDDER'S EXECUTION ON THE SIGNATURE PORTION OF THIS PROPOSAL SHALL ALSO CONSTITUTE AN ENDORSEMENT AND EXECUTION OF THOSE CERTIFICATIONS WHICH ARE A PART OF THIS PROPOSAL)

### **EQUAL EMPLOYMENT OPPORTUNITY CERTIFICATION**

The bidder West Coast Arborists, Inc., proposed subcontractor N/A, hereby certified that he has X, has not   , participated in a previous contract or subcontract subject to the equal opportunity clauses, as required by Executive Orders 10925, 11114, or 11246, and that, where required, he has filed with the Joint Reporting Committee, the Director of the Office of Federal Contract Compliance, a Federal Government contracting or administering agency, or the former President's Committee on Equal Employment Opportunity, all report due under the applicable filing requirements.

**NOTE:** The above certification is required by the Equal Employment Opportunity Regulations of the Secretary of Labor (41 CFR 60-1.7(b)(1)), and must be submitted by bidders and proposed subcontractors only in connection with contracts and subcontracts which are subject to the equal opportunity clause. Contracts and subcontracts which are exempt from the equal opportunity clause are set forth in 41 CFR 60-1.5. (Generally only contracts or subcontracts of \$10,000 or under are exempt.)

Currently, Standard Form 100 (EEO-1) is the only report required by the Executive Orders or their implementing regulations.

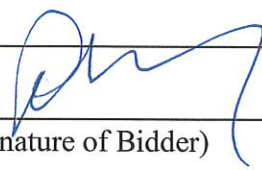
Proposed prime contractors and subcontractors who have participated in a previous contract or subcontract subject to the Executive Orders and have not filed the required reports should note that 41 CFR 60-1.7(b)(1) prevents the award of contracts and subcontracts unless such contractor submits a report covering the delinquent period or such other period specified by the Federal Highway Administration or by the Director, Office of Federal Contract Compliance, U.S. Department of Labor.

**SECURITY FOR COMPENSATION CERTIFICATE**

(Required by Paragraph 1861, California Labor Code)

To: City of AlamedaWest Coast Arborists, Inc.

I am aware of the provisions of Section 3700 of the Labor Code of the State of California which requires every employer to be insured against liability for worker's compensation or to undertake self-insurance in accordance with the provisions of that Code, and I will comply with such provisions before commencing the performance of the work of this contract.

Patrick MahoneyPresident  
(Signature of Bidder)781 San Pablo AvenuePinole, CA 94564

Business Address





# CERTIFICATE OF LIABILITY INSURANCE

 DATE(MM/DD/YYYY)  
06/07/2021

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	<table border="1"> <thead> <tr> <th data-bbox="803 514 1388 535">INSURER(S) AFFORDING COVERAGE</th> <th data-bbox="1388 514 1521 535">NAIC #</th> </tr> </thead> <tbody> <tr> <td data-bbox="803 535 1388 556">INSURER A: Starr Indemnity &amp; Liability Company</td> <td data-bbox="1388 535 1521 556">38318</td> </tr> <tr> <td data-bbox="803 556 1388 577">INSURER B: Starr Specialty Insurance Company</td> <td data-bbox="1388 556 1521 577">16109</td> </tr> <tr> <td data-bbox="803 577 1388 598">INSURER C:</td> <td data-bbox="1388 577 1521 598"></td> </tr> <tr> <td data-bbox="803 598 1388 619">INSURER D:</td> <td data-bbox="1388 598 1521 619"></td> </tr> <tr> <td data-bbox="803 619 1388 640">INSURER E:</td> <td data-bbox="1388 619 1521 640"></td> </tr> <tr> <td data-bbox="803 640 1388 661">INSURER F:</td> <td data-bbox="1388 640 1521 661"></td> </tr> </tbody> </table>	INSURER(S) AFFORDING COVERAGE	NAIC #	INSURER A: Starr Indemnity & Liability Company	38318	INSURER B: Starr Specialty Insurance Company	16109	INSURER C:		INSURER D:		INSURER E:		INSURER F:	
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INSURER C:															
INSURER D:															
INSURER E:															
INSURER F:															

**COVERAGES**
**CERTIFICATE NUMBER:** 570087660970

**REVISION NUMBER:**

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

Limits shown are as requested

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PROJECT <input type="checkbox"/> LOC OTHER:			1000100141211	07/01/2021	07/01/2022	EACH OCCURRENCE \$2,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$1,000,000 MED EXP (Any one person) \$5,000 PERSONAL & ADV INJURY \$2,000,000 GENERAL AGGREGATE \$4,000,000 PRODUCTS - COMP/OP AGG \$4,000,000
A	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> OWNED AUTOS ONLY <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> NON-OWNED AUTOS ONLY			1000198198211	07/01/2021	07/01/2022	COMBINED SINGLE LIMIT (Ea accident) \$2,000,000 BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)
	UMBRELLA LIAB EXCESS LIAB <input type="checkbox"/> DED <input type="checkbox"/> RETENTION						EACH OCCURRENCE AGGREGATE
A	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR / PARTNER / EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	Y/N	N/A	1000004229 Workers Comp AZ 1000004228 Workers Comp CA	07/01/2021	07/01/2022	<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
B	If yes, describe under DESCRIPTION OF OPERATIONS below						

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

City, its City Council, boards, commissions, officials, employees, and volunteers are included as Additional Insured in accordance with the policy provisions of the General Liability and Automobile Liability policies. General Liability policy 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 the City, its City Council, boards, commissions, officials, employees, and volunteers in accordance with the policy provisions of the General Liability and Automobile Liability policies.

LC 5/16/2022

**CERTIFICATE HOLDER**
**CANCELLATION**

City of Alameda Public Works Department 950 West Mall Square, Room 110 Alameda CA 94501-7558 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> 
---	--

Holder Identifier : ABHDEJ

Certificate No : 570087660970

POLICY NUMBER: 1000100141211  
Effective: 07/01/2021

COMMERCIAL GENERAL LIABILITY  
CG 20 10 04 13

**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 shown in the Declarations;
- whichever is less.

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

POLICY NUMBER: 1000100141211  
Effective: 07/01/2021

COMMERCIAL GENERAL LIABILITY  
CG 20 37 04 13

**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**

<b>Name Of Additional Insured Person(s) Or Organization(s):</b>	<b>Location And Description Of Completed Operations</b>
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 shown in the Declarations;

whichever is less.

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

POLICY NUMBER: 1000198198211

COMMERCIAL AUTO  
CA 20 48 10 13**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.

**Named Insured: West Coast Arborists, Inc.****Endorsement Effective Date: 07/01/2021****SCHEDULE****Name Of Person(s) Or Organization(s):**

Where required by written contract

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

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.



**Starr Indemnity & Liability Company**

Dallas, TX 1-866-519-2522

## Primary and Non-Contributory Condition

**Policy Number:** 1000100141211

**Effective Date:** July 1, 2021 at 12:01 A.M.

**Named Insured:** West Coast Arborists, Inc.

This endorsement modifies insurance provided under the:

### Commercial General Liability Coverage Part

**A. SECTION IV – CONDITIONS, condition 4. Other Insurance** is amended as follows:

1. The following is added to paragraph **4.a.** of the **Other Insurance** condition:

This insurance is primary insurance as respects our coverage to the additional insured, where the written contract or written agreement requires that this insurance be primary and non-contributory. In that event, we will not seek contribution from any other insurance policy available to the additional insured on which the additional insured is a Named Insured.

ALL OTHER TERMS AND CONDITIONS REMAIN UNCHANGED.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

  
Steve Blakey, President

  
Nehemiah E. Ginsburg, General Counsel

POLICY NUMBER: 1000100141211  
Effective: 07/01/2021

COMMERCIAL GENERAL LIABILITY  
CG 20 12 04 13

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

## **ADDITIONAL INSURED – STATE OR GOVERNMENTAL AGENCY OR SUBDIVISION OR POLITICAL SUBDIVISION – PERMITS OR AUTHORIZATIONS**

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

### **SCHEDULE**

<b>State Or Governmental Agency Or Subdivision Or Political Subdivision:</b>
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 any state or governmental agency or subdivision or political subdivision shown in the Schedule, subject to the following provisions:

1. This insurance applies only with respect to operations performed by you or on your behalf for which the state or governmental agency or subdivision or political subdivision has issued a permit or authorization.

However:

- a. The insurance afforded to such additional insured only applies to the extent permitted by law; and
- b. 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.

2. This insurance does not apply to:

- a. "Bodily injury", "property damage" or "personal and advertising injury" arising out of operations performed for the federal government, state or municipality; or

- b. "Bodily injury" or "property damage" included within the "products-completed operations hazard".

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

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

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

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





## Starr Indemnity & Liability Company

Dallas, TX 1-866-519-2522

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

### **WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US**

**Policy Number:** 1000198198211

**Effective Date:** 07/01/2021 at 12:01 A.M.

**Named Insured:** West Coast Arborists, Inc.

*This endorsement modifies insurance provided under the following:*

#### **BUSINESS AUTO COVERAGE FORM**

Section IV - Business Auto Conditions, A. - Loss Conditions, 5. - Transfer of Rights of Recovery Against Others **to Us**, is amended to add:

However, we will waive any right of recovery we have against any person or organization with whom you have entered into a contract or agreement because of payments we make under this Coverage Form arising out of an "accident" or "loss" if:

- (1) The "accident" or "loss" is due to operations undertaken in accordance with the contract existing between you and such person or organization; and
- (2) The contract or agreement was entered into prior to any "accident" or "loss".

No waiver of the right of recovery will directly or indirectly apply to your employees or employees of the person or organization, and we reserve our rights or lien to be reimbursed from any recovered funds obtained by any injured employee.

All other terms, conditions and exclusions of the policy shall remain unchanged.

**Signed for STARR INDEMNITY & LIABILITY COMPANY**

Steve Blakey, President

Nehemiah E. Ginsburg, General Counsel



# CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)  
05/18/2022

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> Huggins Dreckman Insurance License No. 0212199 5152 Katella Ave, Suite 206 Los Alamitos CA 90720		<b>CONTACT NAME:</b> Theresa Roque <b>PHONE (A/C, No, Ext):</b> (562) 594-6541 <b>E-MAIL ADDRESS:</b> theresa@hdinsure.com <b>FAX (A/C, No):</b> (562) 594-0376	
<b>INSURED</b> West Coast Arborists, Inc 2200 East Via Burton Anaheim CA 92806		<b>INSURER(S) AFFORDING COVERAGE</b> <b>INSURER A:</b> Ironshore Specialty <b>INSURER B:</b> <b>INSURER C:</b> <b>INSURER D:</b> <b>INSURER E:</b> <b>INSURER F:</b>	

## COVERAGES

CERTIFICATE NUMBER: 2021/2022

REVISION NUMBER:

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
	<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"/> PRO-JECT <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 DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$ \$
	<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 type="checkbox"/>	N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$
A	Professional Liability Retroactive Date: July 1, 2010			PEO905384-01	07/01/2021	07/01/2022	Each Occurrence 2,000,000 Aggregate 2,000,000 Retention 50,000

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

## CERTIFICATE HOLDER

## CANCELLATION

City of Alameda Public Works Department 950 West Mall Square Room 110  Alameda CA 94501-7558	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 <i>Theresa Roque</i>
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