

EXHIBIT A

CITY OF EMERYVILLE

<u>GRID TREE PRUNING (CITYWIDE)</u>	PER TREE	\$139.00
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For the purposes of this contract, the City has divided the maintenance areas into four distinct quadrants using Powell Street and Hollis Avenue as the axis points. Grid tree pruning will be performed per pre-designed City grids on a set cycle to include all trees regardless of size. Pruning will include structural pruning and crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and the ANSI A300 Standards. Prune dead, dying, diseased, and/or crossing limbs. Special projects that are difficult to access by equipment, require the need for specialty equipment (i.e., 95-foot tower), service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

<u>SERVICE REQUEST TREE PRUNING</u>	<u>BASED ON SIZE</u>
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Trees requiring service prior to their regularly scheduled grid or annual trim to rectify a specific problem such as blocked street lighting or signs, right-of-way clearance for utility lines, or broken limbs will be performed as a "Service Request."

0 – 6" DBH	PER TREE	\$85.00
7"-12" DBH	PER TREE	\$185.00
13"-18" DBH	PER TREE	\$295.00
19"-24" DBH	PER TREE	\$395.00
25" – 30" DBH	PER TREE	\$495.00
OVER 31" DBH	PER TREE	\$695.00
Coco Palms	PER TREE	\$125.00
Washingtonia robusta	PER TREE	\$225.00
Washingtonia filifera	PER TREE	\$225.00
Phoenix Canariensis	PER TREE	\$405.00
Palm Tree Skinning	PER LINEAR FOOT	\$25.00

<u>TREE & STUMP REMOVAL (UNDER 36" DBH)</u>	<u>PER DIA. INCH</u>	<u>\$45.00</u>
<u>TREE & STUMP REMOVAL (OVER 36" DBH)</u>	<u>PER DIA. INCH</u>	<u>\$65.00</u>

(EVERGREEN & DECIDUOUS TREES) Caliper of trees to be measured at 4 feet above soil level. City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to WCA. WCA calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects

that are difficult to access with equipment, or require the need for a crane or 95-foot tower would fall under Crew Rental rates.

TREE ONLY REMOVAL **PER DIAMETER INCH** **\$49.00**

(EVERGREEN & DECIDUOUS TREES) Caliper of trees to be measured at 4 feet above soil level. City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to WCA. WCA prepares internal work order. Crew removes tree and hauls all debris. Special projects that are difficult to access with equipment, or require the need for a crane or 95-foot tower would fall under Crew Rental rates.

STUMP ONLY REMOVAL **PER INCH** **\$20.00**

Stump to be measured at 6 inches above ground level. City prepares list of stumps to be removed, marks stump, notifies homeowners and submits lists to WCA. WCA calls U.S.A. and prepares internal work order. Stumps will be ground to a depth of 18 inches. All holes will be backfilled, as well as all debris cleaned up and hauled off on the day the stump removal is completed.

TREE PLANTING **BASED ON SIZE**

Planting includes the tree, stakes, ties and complete installation. Planting lists should be compiled by the Inspector and submitted monthly or as needed. WCA will guarantee the life of the tree for a period of THIRTY (30) calendar days, excluding vandalism and extreme weather conditions. After THIRTY (30) days, the tree will be the responsibility of the City and/or resident.

15-GALLON	EACH	\$200.00
W/ ROOT BARRIER	EACH	\$255.00
24-INCH BOX	EACH	\$425.00
W/ ROOT BARRIER	EACH	\$495.00
36-INCH BOX	EACH	\$1,300.00
W/ ROOT BARRIER	EACH	\$1,475.00

CREW RENTAL **MAN HOUR** **\$100.00**

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

EMERGENCY CREW RENTAL **MAN HOUR** **\$140.00**

WCA will respond to emergency calls on a 24-hour basis. Emergency work will begin on-site within two (2) hours from the time of notification from the City. The crew will do what is necessary to render the hazardous tree or tree-related condition safe.

<u>SPECIALTY EQUIPMENT RENTAL</u>	<u>HOUR</u>	<u>\$170.00</u>
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WCA can dispatch a variety of specialty equipment including 100-foot crane, 95-foot aerial tower, and/or roll-off trucks with loaders (disposal fees are not included). These pieces of equipment include one operator.

<u>MATERIAL AT COST PLUS</u>	<u>15.0%</u>
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<u>GPS TREE INVENTORY UPDATE</u>	<u>PER TREE SITE</u>	<u>\$3.00</u>
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EXHIBIT B
Contract Insurance Requirements

As used in this Exhibit B, Contractor refers to **WEST COAST ARBORISTS, INC.**

1. MINIMUM REQUIREMENTS

Contractor shall, at its expense, 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 or Services required by the Contract hereunder by Contractor, its agents, representatives, employees or subcontractors. Contractor shall also require all of its subcontractors to procure and maintain the same insurance for the duration of the Contract. Such insurance shall meet at least the following minimum levels of coverage, as checked below:

1.1 Minimum Scope of Insurance

Coverage shall be at least as broad as the latest version of the following:

- ☒ **General Liability**
Insurance Services Office Commercial General Liability coverage (occurrence form CG 00 01).
- ☒ **Automobile Liability**
Insurance Services Office Business Auto Coverage form number CA 00 01, code 1 (any auto) or if Contractor owns no vehicles, this requirement may be met through a non-owned auto endorsement to the General Liability Policy.
- ☐ **Professional Liability / Errors and Omissions**
Written on a policy form specifically designed to protect against acts, errors or omissions of the Contractor wherein "Covered Professional Services" as designated in the policy must specifically include Services performed under this Contract.
- ☒ **Workers' Compensation and Employer's Liability**
Workers' Compensation insurance as required by the State of California and Employer's Liability Insurance. Policies shall not contain exclusions contrary to this Contract.
- ☒ **Pollution Liability Insurance**
Pollution Liability insurance for claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon land, any structure, the atmosphere, watercourse or body of water, including groundwater. This shall include on and off-site clean up and emergency response costs and claims arising from above ground and below ground storage tanks.

1.2 Minimum Limits of Insurance

Contractor shall maintain limits no less than:

General Liability

- ☒ **All Contract Types**
\$1,000,000.00 per occurrence and \$2,000,000.00 aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability.

OR

- ☐ **Construction Specific**
\$2,000,000.00 per occurrence and \$4,000,000.00 aggregate for bodily injury, personal injury and property damage, including without limitation, blanket contractual liability, and coverage for explosion, collapse and underground property damage hazards.

- ☒ **Automobile Liability**
\$2,000,000.00 per accident for bodily injury and property damage.

- ☐ **Professional Liability / Errors and Omissions**
\$2,000,000.00 per claim and aggregate.

- ☒ **Workers' Compensation and Employer's Liability**
Workers' compensation limits as required by the Labor Code of the State of California. Employer's Liability limits of \$1,000,000.00 each accident, policy limit bodily injury or disease, and each employee bodily injury or disease.

- ☒ **Pollution Liability Insurance**
\$2,000,000.00 per occurrence and \$2,000,000.00 aggregate.

Except for the professional liability / errors and omissions policy, defense costs shall be available in addition to the limits. Notwithstanding the minimum limits specified herein, any available coverage shall be provided to the Parties required to be named as additional insureds pursuant to this Contract.

2. INSURANCE ENDORSEMENTS

The insurance policies shall contain the following provisions, if checked, or Contractor shall provide endorsements (amendments) on forms supplied or approved by the City to add the following provisions, if checked, to the insurance policies:

- ☒ **General Liability**
(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status using ISO endorsements CG20 10 or CG20 37, or endorsements providing the exact same coverage, with

respect to the work or operations performed by or on behalf of Contractor, including materials, parts or equipment furnished in connection with such work; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it.

☒ **Automobile Liability**

(1) Such policy shall provide the City, its officials, employees, agents and authorized volunteers additional insured status with respect to the ownership, operation, maintenance, use, loading or unloading of any auto owned, leased, hired or borrowed by Contractor or for which Contractor is responsible; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

☐ **Professional Liability Coverage**

Any policy inception date, continuity date, or retroactive date must be before the effective date of this Contract and Contractor agrees to maintain continuous coverage through a period no less than three years after termination of the Contract.

☒ **Workers' Compensation and Employer's Liability Coverage**

The insurer shall agree to waive all rights of subrogation against the City, its officials, employees, agents and authorized volunteers for losses paid under the terms of the insurance policy which arise from work performed by Contractor.

☒ **Pollution Liability Coverage**

(1) Such policy shall give the City, its officials, employees, agents and authorized volunteers additional insured status with respect to claims arising from the discharge, dispersal release or escape or any irritant or contaminant into or upon

land, any structure, the atmosphere, watercourse or body of water, including groundwater; (2) all policies shall waive or shall permit Contractor to waive all rights of subrogation which may be obtained by the Contractor or any insurer by virtue of payment of any loss or any coverage provided to any person named as an additional insured pursuant to this Contract, and Contractor agrees to waive all such rights of subrogation; and (3) the insurance coverage shall be primary insurance as respects the City, its officials, employees, agents and authorized volunteers, or if excess, shall stand in an unbroken chain of coverage excess of Contractor's scheduled underlying coverage. Any insurance or self-insurance maintained by the City, its officials, employees, agents and authorized volunteers shall be excess of Contractor's insurance and shall not be called upon to contribute with it in any way.

ALL COVERAGES

Each insurance policy required by this Contract shall be endorsed to state that: (1) coverage shall not be suspended, voided, reduced or canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City; and (2) any failure to comply with reporting or other provisions of the policies, including breaches of warranties, shall not affect coverage provided to the City, its officials, employees, agents and authorized volunteers.

3. SEPARATION OF INSURED; NO SPECIAL LIMITATIONS

All insurance required by this Section shall contain standard separation of insureds provisions. In addition, such insurance shall not contain any special limitations on the scope of protection afforded to the City, its officials, employees, agents and authorized volunteers.

4. DEDUCTIBLES AND SELF-INSURANCE RETENTIONS

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

5. ACCEPTABILITY OF INSURERS

Insurance is to be placed with insurers with a current A.M. Best's rating no less than A-:VII, licensed to do business in California, and satisfactory to the City. Exception may be made for the State Compensation Insurance Fund when not specifically rated.

6. VERIFICATION OF COVERAGE

Contractor shall furnish City with original certificates of insurance and endorsements effecting coverage required by this Contract on forms satisfactory to the City. The

certificates and endorsements for each insurance policy shall be signed by a person authorized by that insurer to bind coverage on its behalf, and shall be on forms supplied or approved by the City. All certificates and endorsements must be received and approved by the City before work commences. The City reserves the right to require complete, certified copies of all required insurance policies, at any time.

7. SUBCONTRACTORS

All subcontractors shall meet the requirements of this Section before commencing any work. Contractor shall furnish separate certificates and endorsements for each subcontractor. Subcontractor policies of General Liability insurance shall name the City, its officials, employees, agents and authorized volunteers as additional insureds using form ISO 20 38 04 13 or endorsements providing the exact same coverage. All coverages for subcontractors shall be subject to all of the requirements stated herein except as otherwise agreed to by the City in writing.

8. REPORTING OF CLAIMS

Contractor shall report to the City, in addition to Contractor's insurer, any and all insurance claims submitted by Contractor in connection with the work performed under this Contract.



MAINTENANCE SERVICES CONTRACT

EXHIBIT C

Other Requirements

As used in this Exhibit C, Contractor refers to **WEST COAST ARBORISTS, INC.** The Contractor shall comply with the following requirements as checked below:

☒ **DIFFERING SITE CONDITIONS**

Contractor shall promptly, and before such conditions are disturbed, notify the Director of Public Works in writing of:

- A. Material that Contractor believes may be material that is hazardous waste, as defined in California Health and Safety Code Section 25117, that is required to be removed to a Class I, Class II or class III disposal site in accordance with provisions of existing law;
- B. Subsurface or latent physical conditions differing materially from those indicated in this Contract; or
- C. Unknown physical conditions, of an unusual nature, differing materially from those ordinarily encountered and generally recognized as inherent in work of the character provided for in this Contract.

The Director of Public Works shall promptly investigate the conditions. If the Director of Public Works finds that such conditions do materially differ and cause an increase or decrease in Contractor's cost of, or the time required for, performance of any part of the work under this Contract, whether or not changed as a result of such conditions, an equitable adjustment shall be made and the Contract modified in accordance with the change order procedures set forth herein.

In the event of any dispute between City and Contractor over the significance or existence of the changed conditions, Contractor shall not be excused from the scheduled completion date set forth herein, but shall retain such rights it may have as provided in these Contract Documents.

No claim of Contractor under this clause shall be allowed unless Contractor has given the notice required by this section, except that City may extend the prescribed time. No claim by Contractor for an equitable adjustment under this provision shall be allowed if asserted after final payment under this Contract.

☒ _____ **TRAFFIC CONTROL MEASURES**

Contractor shall provide appropriate vehicular, pedestrian and bicycle traffic control measures.

- A. Where facilities exist, a minimum sidewalk and bike path width of four (4) feet shall be maintained at all times for safe passage through the work area. At no time shall pedestrians be diverted onto a portion of the street used for vehicular traffic. At locations where adjacent alternate walkways cannot be provided, appropriate signs and barricades shall be installed at the limits of the construction site and in advance of the closure of the nearest crosswalk or intersection to divert pedestrians across the street. Access shall be maintained for persons with disabilities.
- B. All Work shall be planned and carried out so that there is the least possible inconvenience to vehicular traffic, including deliveries to adjacent properties. Warning signs, lights and safety devices and other measures shall conform to the requirements of the Manual of Traffic Controls issued by Caltrans. Traffic control for day or nighttime lane closures (if nighttime work is permitted) shall be in conformance with the Caltrans Standard Plans for Traffic Control Systems. Contractor is authorized to place properly attired flagger(s) to stop and warn traffic. Traffic shall not be unreasonably delayed. Flagging procedures shall be in conformance with the Instructions to Flaggers pamphlet and/or Manual of Traffic Controls for Construction and Maintenance Work Zones issues by Caltrans.

☐ _____ **AIR POLLUTION CONTROL**

Contractor shall comply with all air pollution control rules, regulations, ordinances and statutes which apply to any Work performed pursuant to the Contract. Material to be disposed of shall not be burned, either inside or outside the Work site.

☐ _____ **WATER POLLUTION CONTROL**

Contractor shall exercise every reasonable precaution to protect streams, lakes, reservoirs, bays and coastal waters from pollution with fuels, oils, bitumens, calcium chloride and other harmful materials and shall conduct and schedule its operations so as to avoid or minimize muddying and silting of said streams, lakes, reservoirs, bays and coastal waters. Care shall be exercised to preserve roadside vegetation beyond the limits of construction.

☐ _____ **STORM WATER POLLUTION PREVENTION STANDARDS**

Contractor shall comply with City's Storm Water Pollution Prevention standards at all times during operation of this contract by incorporating current Best Management Practices (BMP) for use during the work.

☒ _____ **SOUND CONTROL REQUIREMENTS**

Contractor shall comply with all local sound control and noise level rules, regulations and ordinances which apply to any work performed pursuant to the Contract. Each internal combustion engine, used for any purpose on the job or related to the job, shall be equipped with a muffler of a type recommended by the manufacturer.

☐ _____ **WEIGHT LIMITATIONS**

Unless expressly permitted by the Director of Public Works, Contractor shall not operate construction equipment or vehicles of any kind which, laden or unladen, exceed the maximum weight limits set forth in Division 15 of the California Vehicle Code over completed or existing base, surfacing, pavement or structures.

☐ _____ **SUBSURFACE EXCAVATIONS; NOTIFICATION**

Attention is directed to Government Code Sections 4216 to 4216.9, and in particular Section 4216.2 which provides, in part:

"Except in an emergency, every person planning to conduct any excavation shall contact the appropriate regional notification center at least two working days, but no more than 14 calendar days, prior to commencing that excavation, if the excavation will be conducted in an area which is known, or reasonably should be known, to contain subsurface installations other than the underground facilities owned or operated by the excavator, and, if practical, the excavator shall delineate with white paint or other suitable markings the area to be excavated. The regional notification center shall provide an inquiry identification number to the person who contacts the center and shall notify any member, if known, who has a subsurface installation in the area of the proposed excavation."

Contractor shall contact the regional notification center, "Underground Service Alert," and schedule the Work to allow ample time for the center to notify its members and, if necessary, for any member to field locate and mark its facilities.

☐ _____ **TRENCH EXCAVATION SAFETY PLAN**

Attention is directed to California Labor Code, Section 6705. At least five (5) days in advance of excavation of any trench five feet or more in depth, Contractor shall submit to the Director of Public Works a detailed plan showing the design of shoring, bracing, sloping and other provisions to be made for worker protection from the hazard of caving ground during the excavation of such trench or trenches. If such plan varies from the shoring system standards established by the State Construction Safety Orders, the plan shall be prepared and signed by a registered civil or structural engineer. Nothing in this section shall be deemed to allow the use of a shoring, sloping or protective system less effective than that required by the Construction Safety Orders of the Division of Industrial Safety. Nothing in this section shall be construed to impose liability on City or its employees or agents.

☐ _____ **HAZARDOUS CHEMICALS AND WASTES**

Should any release, discharge, leakage, spillage, emission or pollution of any hazardous chemicals or wastes occur due to Contractor's acts or omissions, then Contractor at its sole cost, shall clean all affected property to the satisfaction of City and any governmental body with jurisdiction. Contractor shall immediately report any such release to the Director of Public Works.

If the performance of the Work outlined by these Contract Documents creates any hazardous wastes, Contractor shall properly dispose of such wastes in full accordance with federal, state and local laws, at its expense. Contractor shall provide City with written proof of its or its subcontractor's registration as a hazardous waste transporter.

☐ _____ **OTHER REQUIREMENTS**

Use this space to list any other requirements not stated above.

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