

SERVICE CONTRACT

THIS CONTRACT is made and entered into by and between the CITY OF FRESNO, a California municipal corporation (City), and WEST COAST ARBORISTS, INC., (Contractor), as follows:

1. CONTRACT DOCUMENTS. The "Notice Inviting Proposals," "Instructions to Proposers," "Proposal" and the "Specifications" including "General Conditions," "Special Conditions", "Federal Conditions", "Functional Specifications" and "Technical Requirements" for the following: REBID CITY OF FRESNO ANNUAL TREE TRIMMING (Request for Proposals No. 9623) copies of which are annexed hereto, together with all the documents specifically referred to in said annexed documents, including the Performance Bond, if required, are hereby incorporated into and made a part of this Contract, and shall be known as the Contract Documents.

2. PRICE. For the monetary consideration of THREE MILLION EIGHT HUNDRED AND TWENTY-SEVEN THOUSAND NINE HUNDRED DOLLARS AND ZERO CENTS (\$3,827,900.00), as set forth in the Proposal, Contractor promises and agrees to perform or cause to be performed, in a good and workmanlike manner, and to the satisfaction of the City, and in strict accordance with the Specifications, all of the work as set forth in the Contract Documents.

3. PAYMENT. The City accepts the Contractor's Proposal as stated and agrees to pay the consideration stated, at the times, in the amounts, and under the conditions specified in the Contract Documents. Contractor agrees to accept electronic payment from the City.

4. INDEMNIFICATION. To the furthest extent allowed by law, including California Civil Code section 2782 (if applicable), the Contractor shall indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers from any and all loss, liability, fines, penalties, forfeitures, costs and damages (whether in contract, tort or strict liability, including, but not limited to personal injury, death at any time and property damage) incurred by the City, the Contractor or any other person, and from any and all claims, demands and actions in law or equity (including attorney's fees and litigation expenses), that arise out of, pertain to, or relate to the negligence, recklessness or willful misconduct of the Contractor, its principals, officers, employees, agents, or volunteers in the performance of this Agreement.

If the Contractor should subcontract all or any portion of the work to be performed under this Contract, the Contractor shall require each subcontractor to indemnify, hold harmless and defend the City and each of its officers, officials, employees, agents, and volunteers in accordance with the terms of the preceding paragraph.

This section shall survive termination or expiration of this Contract.

[Signatures follow on the next page.]

IN WITNESS WHEREOF, the parties have executed this Contract on the day and year here below written, of which the date of execution by the City shall be subsequent to that of the Consultant's, and this Contract shall be binding and effective upon execution by both parties.

CITY OF FRESNO,
A California municipal corporation

By: Melissa Perales 1/24/2022
CE4CF5EAB18D46B...
MELISSA PERALES
Purchasing Manager

APPROVED AS TO FORM:
DOUGLAS T. SLOAN

City Attorney
By: Pauline Brickey 1/24/2022
90AD386B875E4B9...
PAULINE BRICKEY Date
Deputy City Attorney

ATTEST:
TODD STERMER, CMC

City Clerk
By: Bernard Caney 1/25/2022
F9ABC6856CCF424...
Deputy

Addresses:
CITY:
City of Fresno
Attention: Sandra Gamez
Procurement Supervisor
2600 Fresno Street
Fresno, CA 93721
Telephone: (559) 621-1169
E-Mail: Sandra.Gamez@fresno.gov

WEST COAST ARBORISTS,
INC.,

By: Patrick Mahoney 1/24/2022
324C79FBEE1F4FC...
Name: Patrick Mahoney

Title: President
(If corporation or LLC., Board Chair,
President or Vice President)

By: RICHARD MAHONEY 1/24/2022
E7EE9F99D1904DA...
Name: RICHARD MAHONEY

Title: Vice President
(If corporation or LLC., CFO,
Treasurer, Secretary or Assistant
Secretary)

CONTRACTOR:
West Coast Arborists, Inc.,
Attention: Victor Gonzalez
Vice President
5424 N. Barcus St.
Fresno, CA 93722
Telephone: (714) 991-1900 Ext. 153
E-Mail: vgonzalez@wcainc.com