

ORIGINAL

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN
THE CITY OF SAN DIEGO
AND
WEST COAST ARBORISTS, INC.
TREE CARE AND MAINTENANCE SERVICES IN THE MAINTENANCE
ASSESSMENT DISTRICT (MAD) DIVISION**

I. RECITALS

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego, a municipal corporation (City), to use a cooperative procurement contract (Contract) awarded by another agency where the City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager.

B. The County of Orange, OC Community Resources (Agency) issued a Request for Proposal (RFP #012-C030928-CW) on 05/03/2021. The deadline for submission of sealed proposals in response to the RFP #012-C030928-CW was 06/03/2021. In addition, the Agency posted the RFP #012-C030928-CW on the following website <https://cpo.ocgov.com/open-bids> on the following date 05/03/2021. Therefore, the RFP #012-C030928-CW was advertised in the named print publication(s) or website(s) for more than ten (10) days prior to the Contract closing date in compliance with SDMC 22.3208 and A.R. 35.11. In addition, and consistent with Charter 100, the Agency awarded the contract after completing a comprehensive, fair, and objective bidding process which included clearly defined criteria.

C. On September 1, 2021, based on the results of the competitive process, County of Orange awarded a contract to West Coast Arborists, Inc. (Contractor) and executed the Contract MA-012-22010006 for Tree Care Maintenance Services between The County of Orange, OC Community Resources and West Coast Arborists, Inc., identified as Contract MA-012-22010006, referred to as the "Agency Agreement", attached as Exhibit 1.

D. On July 26, 2023, the City's Purchasing Agent certified in writing that the Agency Agreement meets the requirements set forth in SDMC section 22.3208.

E. Contractor has agreed to provide to City the same pricing offered to Agency for services consistent with the terms and conditions in the Agency Agreement except as modified herein.

II. GENERAL PROVISIONS

In consideration of the above recitals and mutual covenants and conditions set forth in this Contract, and for good and valuable consideration, the sufficiency of which is hereby acknowledged, City and Contractor hereby agree to the terms and conditions as set forth in the Agency Agreement with the exception of the following modifications:

1. Incorporation. This Contract shall fully incorporate the Recitals which the parties agree are true and correct.

2. Effective Date. This Contract is effective on the last date that this Contract is signed by City and Contractor and approved by the City Attorney through August 31, 2024, with up to an additional two one-year options, which may be exercised at City's sole and absolute discretion subject to the restrictions in San Diego Charter section 99. City, through the Mayor or his designee, may exercise the option by written notice to Contractor sent thirty (30) days prior to the expiration of the current term. Contractor may not decline the option to renew. The total duration of this Contract, including the exercise of any options under this section, shall not exceed three (3) years without approval of the City of San Diego Council by Ordinance.

3. Early Termination. Contractor must provide written notice within ten (10) calendar days of the date in which the Agency Agreement is terminated to the Contract Administrator identified in Section III, below. Such written notice must explain the basis for termination and the date upon which the termination is effective. Early termination of the Agency Agreement by Agency or Contractor, or failure by Agency to exercise an option to extend the Agency Agreement, shall not in any way affect the existence of this Contract.

4. Compliance with Controlling Laws. Contractor shall comply with all applicable local, state, and federal laws and regulations. In addition, Contractor shall comply immediately with all directives issued by City or its authorized representatives under authority of any laws, statutes, ordinances, rules, or regulations.

5. Governing Law. The Contract shall be deemed to be made under, construed in accordance with, and governed by the laws of the State of California without regard to the conflicts or choice of law provisions thereof.

6. Jurisdiction and Venue. The venue for any suit concerning this Contract, the interpretation of application of any of its terms and conditions, or any related disputes shall be in the County of San Diego, State of California.

7. Modifications. The modifications described in Exhibit 2, which is attached hereto and incorporated herein by reference, shall affect only the page(s) and section(s) and terms and conditions referred to therein. All other terms and conditions of the Agency Agreement shall be in full force and effect as to City and Contractor as incorporated in this Contract.

III. CONTRACT ADMINISTRATOR

1. Contract Administrator. The Parks and Recreation Department is the Contract Administrator for this Agreement. Contractor shall provide the Services under the direction of a designated representative of the Department as follows:

Parks and Recreation Department/Open Space Division/MADs
Attention: Loren Boerboom, District Manager
9485 Aero Drive, MS5D
San Diego, CA 92123
(619) 685-1356

lboerboom@sandiego.gov

2. Notices. Unless otherwise specified, in all cases where written notice is required under this Contract, service shall be deemed sufficient if the notice is personally delivered or deposited in the United States mail, with first class postage paid, attention to the Purchasing Agent or Requesting Department. Proper notice shall be effective on the date of personal delivery or five (5) days after deposit in the United States postal mailbox. Notices shall be sent to:

Parks and Recreation Department/Open Space Division/MADs
Attention: Loren Boerboom, District Manager
9485 Aero Drive, MS5D
San Diego, CA 92123
(619) 685-1356
lboerboom@sandiego.gov

IV. COMPENSATION

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$9,929,759. Contractor is not obligated to provide goods or services in excess of this amount, and does so at its own risk, unless this Contract is amended in writing, approved by the City Council, and duly executed by City and Contractor increasing this not-to-exceed amount.

2. Annual Appropriation of Funds. Contractor acknowledges that the contract term may extend over multiple City fiscal years and agrees that work and compensation under this Contract is contingent on the City Council appropriating funding for and authorizing such work and compensation for those fiscal years. City may terminate the Contract if sufficient funds are not duly appropriated and authorized for any given fiscal year, or if funds appropriated and authorized for this Contract are exhausted before the fiscal year concludes. City is not obligated to pay Contractor for any amounts not duly appropriated and authorized by the City Council.

V. CONTRACT

1. Contract Documents. This Contract consists of this Contract and its Exhibits, the Agency Agreement including any amendments (Exhibit 1), Modifications to the Agency Agreement (Exhibit 2), the County of Orange, OC Community Resources Solicitation 012-C030928-CW for Tree Care Maintenance Services including any addenda (Exhibit 3), and Contractor's Response to County of Orange, OC Community Resources Solicitation 012-C030928-CW (Exhibit 4), which are attached as Exhibits hereto and incorporated by reference (collectively, "Contract Documents"). These documents together contain all the terms and conditions of the Contract between City and Contractor.

2. Contract Interpretation. The Contract Documents completely describe the goods and/or services to be provided. Contractor shall provide any goods or services that may reasonably be inferred from the Contract Documents or from prevailing custom or trade usage as being required to produce the intended result whether or not specifically called for or identified

in the Contract Documents. Words or phrases which have a well-known technical or construction industry trade meaning and are used to describe goods or services will be interpreted in accordance with that meaning unless a different definition has been provided in the Contract Documents.

3. Precedence. In resolving conflicts resulting from errors or discrepancies in any of the Contract Documents, City and Contractor will use the order of precedence as set forth below. The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

- 1st This Contract
- 2nd Agency Contract
- 3rd Contractor's Response to Solicitation
- 4th County of Orange, OC Community Resources Solicitation

4. Counterparts. This Contract may be executed in counterparts which, when taken together, shall constitute a single signed original as though all parties executed the same page.

5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public agency.

VI. CITY'S ADDITIONAL TERMS

1. Wage Requirements: This Contract incorporates by reference the City's Wage Requirements, attached hereto as Attachment.

2. Drug-Free Workplace Certification. Contractor shall comply with City's Drug-Free Workplace requirements set forth in Council Policy 100-17, which is incorporated into this Contract by reference.

3. ADA Certification. Contractor shall comply with the City's Americans with Disabilities Act Compliance/City Contracts requirements as set forth in Council Policy 100-04, which is incorporated into this Contract by reference.

4. Non-Discrimination Ordinance. Contractor shall not discriminate on the basis of race, gender, gender expression, gender identity, religion, national origin, ethnicity, sexual orientation, age, or disability in the solicitation, selection, hiring or treatment of subcontractors, vendors, or suppliers. Contractor shall provide equal opportunity for subcontractors to participate in subcontracting opportunities. Contractor understands and agrees that violation of this clause shall be considered a material breach of the contract and may result in contract termination, debarment, or other sanctions. Contracts between Contractor and any subcontractors or suppliers shall contain this language.

5. Compliance with the City's Equal Employment Opportunity Outreach Program (EOCP): Contractor shall comply with the City's EOCP requirements. Contractor shall not discriminate against any employee or applicant for employment on any basis prohibited by law. Contractor shall provide equal opportunity in all employment practices. Prime Contractors shall ensure that their subcontractors comply with this program. Nothing in this Section shall be interpreted to hold a prime Contractor liable for any discriminatory practice of its subcontractors.

6. Compliance Investigations. Upon City's request, Contractor agrees to provide to City, within sixty calendar days, a truthful and complete list of the names of all subcontractors, vendors, and suppliers that Contractor has used in the past five years on any of its contracts that were undertaken within San Diego County, including the total dollar amount paid by Contractor for each subcontract or supply contract. Contractor further agrees to fully cooperate in any investigation conducted by City pursuant to City's Nondiscrimination in Contracting Ordinance. Contractor understands and agrees that violation of this clause shall be considered a material breach of the Contract and may result in remedies being ordered against Contractor up to and including contract termination, debarment, and other sanctions.

7. Business Tax Certificate. Unless the City Treasurer determines in writing that a contractor is exempt from the payment of business tax, any contractor doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy to the City before any contract is executed.

8. Product Endorsement. Contractor shall comply with Council Policy 000-41 which requires that other than listing the City as a client and other limited endorsements, any advertisements, social media, promotions or other marketing referring to the City as a user of a product or service will require prior written approval of the Mayor or designee. Use of the City Seal or City logos is prohibited.

9. Noise Abatement. Contractor shall not operate, conduct, or construct within City's jurisdictional limits in violation the City's Noise Abatement Ordinance codified in SDMC sections 59.5.0101 through 59.5.0301.

10. Service Worker Retention Ordinance. Contractor shall comply with the Service Worker Retention Ordinance at SDMC sections 22.2801 through 22.2806.

[Remainder of Page left intentionally blank]

IN WITNESS WHEREOF, this Contract is executed by City and Contractor acting by and through their authorized officers.

WEST COAST ARBORISTS, INC.

By: Pat Mahoney
Pat Mahoney (Oct 13, 2023 11:27 PDT)

Name: Pat Mahoney

Title: President

Date: Oct 13, 2023

THE CITY OF SAN DIEGO

By: [Signature]

Name: Claudia C. Garcia

Title: Director, Purchasing & Contracting

Date: December 22, 2023

Approved as to form this 5th day of
January, 2024

MARA W. ELLIOTT, City Attorney

By: Catherine Morrison
Deputy City Attorney
for Jane Boardman

R-315242








1_Cooperative Contract_MADs Final revised NTE 10.13.23

Final Audit Report

2023-10-13

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-  Document created by Lisa Hoffmann (lhoffmann@sandiego.gov)
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-  Signer pmahoney@wcainc.com entered name at signing as Pat Mahoney
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Signature Date: 2023-10-13 - 6:27:45 PM GMT - Time Source: server- IP address: 12.215.229.227
-  Agreement completed.
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ATTACHMENT

WAGE REQUIREMENTS: SERVICE AND MAINTENANCE CONTRACTS EXECUTED ON OR AFTER JANUARY 1, 2015

By signing this Contract, Bidder certifies that he or she is aware of the wage provisions described herein and shall comply with such provisions before commencing services.

A. PREVAILING WAGES. Pursuant to San Diego Municipal Code section 22.3019, construction, alteration, demolition, repair and maintenance work performed under this Contract is subject to State prevailing wage laws. For construction work performed under this Contract cumulatively exceeding \$25,000 and for alteration, demolition, repair and maintenance work performed under this Contract cumulatively exceeding \$15,000, Bidder and its subcontractors shall comply with State prevailing wage laws including, but not limited to, the requirements listed below. This requirement is in addition to the requirement to pay Living Wage pursuant to San Diego Municipal Code Chapter 2, Article 2, Division 4.2. Bidder must determine which per diem rate is highest for each classification of work (i.e. Prevailing Wage Rate or Living Wage Rate), and pay the highest of the two rates to their employees. Living Wage applies to workers who are not subject to Prevailing Wage Rates.

1. Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, Bidder and its subcontractors shall ensure that all workers who perform work under this Contract are paid not less than the prevailing rate of per diem wages as determined by the Director of the California Department of Industrial Relations (DIR). This includes work performed during the design and preconstruction phases of construction including, but not limited to, inspection and land surveying work.

1.1. Copies of such prevailing rate of per diem wages are on file at the City of San Diego's Equal Opportunity Contracting Department and are available for inspection to any interested party on request. Copies of the prevailing rate of per diem wages also may be found at <http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>. Bidder and its subcontractors shall post a copy of the prevailing rate of per diem wages determination at each job site and shall make them available to any interested party upon request.

1.2. The wage rates determined by the DIR refer to expiration dates. If the published wage rate does not refer to a predetermined wage rate to be paid after the expiration date, then the published rate of wage shall be in effect for the life of this Contract. If the published wage rate refers to a predetermined wage rate to become effective upon expiration of the published wage rate and the predetermined wage rate is on file with the DIR, such predetermined wage rate shall become effective on the date following the expiration date and shall apply to this Contract in the same manner as if it had been published in said publication. If the predetermined wage rate refers to one or more additional expiration dates with additional predetermined wage rates, which expiration dates occur during the life of this Contract, each successive predetermined wage rate shall apply to this Contract on the date following the expiration date

of the previous wage rate. If the last of such predetermined wage rates expires during the life of this Contract, such wage rate shall apply to the balance of the Contract.

2. Penalties for Violations. Bidder and its subcontractors shall comply with California Labor Code section 1775 in the event a worker is paid less than the prevailing wage rate for the work or craft in which the worker is employed. This shall be in addition to any other applicable penalties allowed under Labor Code sections 1720 – 1861.

3. Payroll Records. Bidder and its subcontractors shall comply with California Labor Code section 1776, which generally requires keeping accurate payroll records, verifying and certifying payroll records, and making them available for inspection. Bidder shall require its subcontractors to also comply with section 1776. Bidder and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Bidder is responsible for ensuring its subcontractors submit certified payroll records to the City. Bidder and its subcontractors shall also furnish the records specified in Labor Code section 1776 directly to the Labor Commissioner in the manner required in Labor Code section 1771.4.

4. Apprentices. Bidder and its subcontractors shall comply with California Labor Code sections 1777.5, 1777.6 and 1777.7 concerning the employment and wages of apprentices. Bidder shall be held responsible for their compliance as well as the compliance of their subcontractors with sections 1777.5, 1777.6 and 1777.7.

5. Working Hours. Bidder and its subcontractors shall comply with California Labor Code sections 1810 through 1815, including but not limited to: (i) restrict working hours on public works contracts to eight hours a day and forty hours a week, unless all hours worked in excess of 8 hours per day are compensated at not less than 1½ times the basic rate of pay; and (ii) specify penalties to be imposed on design professionals and subcontractors of \$25 per worker per day for each day the worker works more than 8 hours per day and 40 hours per week in violation of California Labor Code sections 1810 through 1815.

6. Required Provisions for Subcontracts. Bidder shall include at a minimum a copy of the following provisions in any contract they enter into with a subcontractor: California Labor Code sections 1771, 1771.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

7. Labor Code Section 1861 Certification. Bidder in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Bidder certifies that "I am aware of the provisions of Section 3700 of the California Labor Code which require every employer to be insured against liability for workers' 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."

8. Labor Compliance Program. The City has its own Labor Compliance Program authorized in August 2011 by the DIR. The City will withhold contract payments when

payroll records are delinquent or deemed inadequate by the City or other governmental entity, or it has been established after an investigation by the City or other governmental entity that underpayment(s) have occurred. For questions or assistance, please contact the City of San Diego's Equal Opportunity Contracting Department at 619-236-6000.

9. Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Bidder or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code, or enter into any contract for public work, as defined in this chapter of the Labor Code unless currently registered and qualified to perform the work pursuant to Section 1725.5. In accordance with Labor Code section 1771.1(a), “[i]t is not a violation of this section for an unregistered contractor to submit a bid that is authorized by Section 7029.1 of the Business and Professions Code or by Section 10164 or 20103.5 of the Public Contract Code, provided the contractor is registered to perform public work pursuant to Section 1725.5 at the time the contract is awarded.”

9.1. A Bidder's inadvertent error in listing a subcontractor who is not registered pursuant to Labor Code section 1725.5 in a response to a solicitation shall not be grounds for filing a bid protest or grounds for considering the bid non-responsive provided that any of the following apply: (1) the subcontractor is registered prior to bid opening; (2) within twenty-four hours after the bid opening, the subcontractor is registered and has paid the penalty registration fee specified in Labor Code section 1725.5; or (3) the subcontractor is replaced by another registered contractor pursuant to Public Contract Code section 4107.

9.2. A Contract entered into with any Bidder or subcontractor in violation of Labor Code section 1771.1(a) shall be subject to cancellation, provided that a Contract for public work shall not be unlawful, void, or voidable solely due to the failure of the awarding body, Bidder, or any subcontractor to comply with the requirements of section 1725.5 of this section.

9.3. By submitting a bid or proposal to the City, Bidder is certifying that he or she has verified that all subcontractors used on this public works project are registered with the DIR in compliance with Labor Code sections 1771.1 and 1725.5, and Bidder shall provide proof of registration for themselves and all listed subcontractors to the City at the time of bid or proposal due date or upon request.

10. Stop Order. For Bidder or its subcontractor(s) engaging in the performance of any public work contract without having been registered in violation of Labor Code sections 1725.5 or 1771.1, the Labor Commissioner shall issue and serve a stop order prohibiting the use of the unregistered Bidder or unregistered subcontractor(s) on ALL public works until the unregistered Bidder or unregistered subcontractor(s) is registered. Failure to observe a stop order is a misdemeanor.

11. List of all Subcontractors. The City may ask Bidder for the most current list of subcontractors (regardless of tier), along with their DIR registration numbers,

utilized on this contract at any time during performance of this contract, and Bidder shall provide the list within ten (10) working days of the City's request. Additionally, Bidder shall provide the City with a complete list of all subcontractors utilized on this contract (regardless of tier), within ten working days of the completion of the contract, along with their DIR registration numbers. The City shall withhold final payment to Bidder until at least 30 days after this information is provided to the City.

12. Exemptions for Small Projects. There are limited exemptions for installation, alteration, demolition, or repair work done on projects of \$25,000 or less. The Bidder shall still comply with Labor Code sections 1720 et. seq. The only recognized exemptions are listed below:

12.1. Registration. The Bidder will not be required to register with the DIR for small projects. (Labor Code section 1771.1).

12.2. Certified Payroll Records. The records required in Labor Code section 1776 shall be required to be kept and submitted to the City of San Diego, but will not be required to be submitted online with the DIR directly. The Bidder will need to keep those records for at least three years following the completion of the contract. (Labor Code section 1771.4).

12.3. List of all Subcontractors. The Bidder shall not be required to hire only registered subcontractors and is exempt from submitting the list of all subcontractors that is required in section 11 above. (Labor Code section 1773.3).

EXHIBIT 1: AGENCY AGREEMENT

CONTRACT MA-012-22010006

FOR

TREE CARE AND MAINTENANCE SERVICES

BETWEEN

THE COUNTY OF ORANGE, OC COMMUNITY RESOURCES

AND

WEST COAST ARBORISTS, INC.



CONTRACT MA-012-22010006
WITH
WEST COAST ARBORISTS, INC.
FOR
TREE CARE AND MAINTENANCE SERVICES

This Contract MA-012-22010006 for Tree Care and Maintenance Services, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, hereinafter referred to as "County" and West Coast Arborists, Inc., with a place of business at 2200 East Via Burton St., Anaheim, CA 92806-1221, hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

- Attachment A – Scope of Work
- Attachment B – Payment and Compensation
- Attachment C – Cost Proposal
- Attachment D – Staffing Plan
- Exhibit 1 – Aerial Maps for OC Parks
- Exhibit 2 – OC Parks Tree Inventory
- Exhibit 3 – OC Public Libraries and OC Animal Care Tree Inventory

RECITALS

WHEREAS, County solicited Contract for Tree Care and Maintenance Services as set forth herein, and Contractor responded and represented that it is qualified to provide Tree Care and Maintenance Services to County as further set forth here; and

WHEREAS, Contractor agrees to provide Tree Care and Maintenance Services to County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

WHEREAS, the Orange County Board of Supervisors has authorized the Purchasing Agent or designee to enter into Contract for Tree Care and Maintenance Services with Contractor; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil Procedure

Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnittees as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software as modified through services provided hereunder will not infringe upon or violate any patent,

proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance:** Prior to the provision of services under this contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this contract have been complied with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this contract. In addition, all subcontractors performing work

on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this contract, County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United Statesor ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
Commercial General Liability	\$2,000,000 per occurrence
	\$4,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence
Professional Liability	\$1,000,000 per claims-made
	\$1,000,000 aggregate

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

If Contractor's Professional Liability is "Claims-Made" policy, Contractor shall agree to maintain coverage for two (2) years following the completion of the Contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and

services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.
- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereby shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set

forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

- Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.
- AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

- BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.
- CC. **Expenditure Limit:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County will procure Tree Care and Maintenance Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".
2. **Term of Contract:** This Contract shall commence on September 1, 2021, upon execution of all necessary signatures and approval by the Orange County Board of Supervisors, and continue for three (3) years, unless otherwise terminated by County. This contract may be renewed upon mutual concurrence for two (2) additional one-year periods. Renewal(s) may require Board approval.
3. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a) Terminate Contract immediately, pursuant to Section K herein;
 - b) Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c) Discontinue payment to the Contactor for and during the period in which Contractor is in breach; and
 - d) Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
6. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor's Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County's Project Manager shall have the right to require the removal and replacement of Contractor's Project Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

8. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.

9. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be work at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

10. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.

11. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.

12. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of Contract upon request by the cooperative

entity. County of Orange makes no guarantee of usage by other users of this Contract.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at County's request.

13. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
14. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
15. **Disputes – Contract:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in section K herein.

16. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:
- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
 - d. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
 - i. Contractor has made false certification, or
 - ii. Contractor violates the certification by failing to carry out the requirements as noted above.

17. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: West Coast Arborists, Inc.
Attn: Victor Gonzalez
2200 East Via Burton St.
Anaheim, CA 92806-1221
714-991-1900
vgonzalez@wcainc.com

County: OC Parks
Attn: Kyle Sato
13042 Old Myford Road
Irvine, CA 92602
949-923-3766
kyle.sato@ocparks.com

Assigned DPA: County of Orange
OC Community Resources, Purchasing & Contract Services
Attn: Chad Ward, DPA
601 North Ross Street
6th Floor
Santa Ana, CA 92701
949-585-6420
chad.ward@ocparks.com

20. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
21. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination

County agrees to pay Contractor for all services performed prior to termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

22. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.
23. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
24. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.
25. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.
26. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

27. **Labor Code Requirements:**

Contractor and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of Contract, including but not limited to the following:

27.1 **Wage Rates**

Contractor and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq. and shall pay workers employed on Contract not less than the

general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of this Contract. Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

27.2 Wage Rate Penalty

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by Contractor or Subcontractor(s) under Contract.

27.3 Work Hour Penalty

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein.

Contractor shall forfeit to County \$25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815.

27.4 Registration of Contractors

Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of Contract.

27.5 Payroll Records

Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

- 27.5.1** Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

- 27.5.2 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with Contract.
- 27.5.3 The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- 27.5.4 Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- 27.5.5 Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this Section due to the failure of a Subcontractor to comply with this Section.

SIGNATURE PAGE

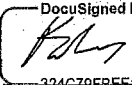
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

WEST COAST ARBORISTS, INC.*

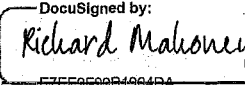
** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

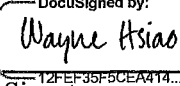
In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

DocuSigned by: 	Patrick Mahoney	President	7/7/2021
324C70F5EE4F4FC...			
Signature	Name	Title	Date

The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

DocuSigned by: 	Richard Mahoney	VP/Secretary	7/7/2021
E7EE9F99B4984DA...			
Signature	Name	Title	Date

COUNTY OF ORANGE, a political subdivision of the State of California

DocuSigned by: 	Wayne Hsiao	Procurement Operations Manager	8/17/2021
12FEF35F5CEA414...			
Signature	Name	Title	Date

APPROVED AS TO FORM:

County Counsel

By	DocuSigned by: 
	BC6CA9BED31F40A...
	Deputy

Date 7/7/2021

ATTACHMENT A

SCOPE OF WORK

I. Scope of Work: Contractor shall furnish all staffing, labor, equipment, materials and incidentals required for tree maintenance services as described in the Scope of Work (SOW). No subcontracting or outsourcing is permitted.

II. Description of Work: This Contract is for comprehensive tree maintenance services, inventory and work record management at various Orange County Community Resources facilities, including OC Public Libraries (OCPL), OC Animal Care (OCAC), and OC Parks.

A. Work consists of tree trimming, palm tree trimming, tree removal, stump removal, root pruning, GIS/GPS tree inventory, tree pest management, supply and plant trees, watering arborist services, reports and other tree services.

B. In general, the County attempts to avoid annual cycle pruning during nesting season. If annual cycle pruning or other tree maintenance is necessary during nesting season, Contractor is required to monitor for nesting activity prior to any work, per all applicable laws and regulations. No additional compensation is allowed.

C. High volume (Routine) work may consist of annual tree maintenance cycles based on OC Parks tree inventory and desired level of service.

1. In general, OC Parks plans to trim most trees no less frequently than every three years.
2. Coral and palm trees are trimmed every year.
3. In general, mature Oak species shall receive the minimum work possible to maintain health and good condition and will be allowed to follow their natural form.

D. Low volume work (Non-Routine) may be assigned on an as-needed basis and may include tree trimming or removal, stump and limb removal, pesticide recommendation and treatment, arborist services, inventory, and other tree maintenance services as needed. If applicable, one low volume mobilization fee shall be permitted per work order.

1. Contractor shall complete non-routine work within three weeks of receipt.
2. Contractor shall complete non-routine work with "priority" mobilization fee within seven days of receipt.

E. This Scope of Work and subsequent contract is intended to limit use of the Hourly Work or Crew Rental to tasks that are not identified as separate line items or tasks that cannot reasonably be included in a line item.

1. For example, but not limited to, Hourly Work will not be allowed for large, poorly structured or unusual trees, challenging conditions, inclement weather, heavy canopy, most down or leaning trees, down limbs, hanging limbs.
2. If County does not approve Hourly Work, Contractor shall accept payment at contract line item price.

3. If County approves Hourly Work, line item pricing shall not apply, and Contractor shall invoice at the hourly rate approved in the contract.

F. Contractor shall be responsible for repairs to all turf (including rutting), landscape, trail, irrigation, natural areas, concrete, hardscape, and damage by their vehicles, equipment or employees.

1. The County uses a systematic inspection process (scheduled inspections, performed and documented in OC Parks' maintenance management system) to identify and document maintenance deficiencies.
2. Any damage identified after Contractor work that has not been documented on a previous inspection or backlogged work order shall be assumed to have been caused by Contractor and will be Contractor's repair responsibility.

G. Contractor shall be penalized the full value of any tree damaged by Contractor's operation or removed in error.

H. The County reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the specifications or to omit portions of the work so described as may be deemed necessary or expedient by the County. Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. Alterations, modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the County.

I. The County shall determine if Contractor has met Contract requirements. Payment shall not be made for work that is not in accordance with standards and specifications as detailed in this SOW. The Contractor shall be deemed in default if they consistently fail to comply with the Contract standards.

J. Contractor will not receive compensation for: work performed that was not approved by County Division Manager or designee; invoice that exceeds Contractors written quote; work that exceeds pre-established facility annual maintenance cycle budget; or for work that is outside the intended scope of this Contract.

III. Contractor Requirements:

A. Must demonstrate a minimum of 5 years' experience building and maintaining client GIS tree inventories in geodatabase format. Inventories must include recommended maintenance cycles, work history, tree health/condition, height, and diameter. Contractors system must also have flexibility to add other attributes to meet OC Parks needs.

B. Must demonstrate a minimum of 5 years' experience contracting with entities similar in size and scope to OC Parks.

C. Licensing and certification shall be current at all times during the term of the Contract. Contractor shall have in full force and effect, all licenses and/or certifications required by law to perform of the said services described in the SOW. Copies of the licensing and certification information shall be made available to the County upon request.

California State Contractors License Board (CSLB)

- License C27: Landscaping Contractor
- License C61: Limited Specialty
- License D49: Tree Service Contractor

International Society of Arboriculture (ISA) Certification or equivalent

- ISA Certified Arborist®
- ISA Certified Tree Worker/Climber Specialist®

California Department of Pesticide Regulation

- Agricultural Pest Control Adviser (PCA)
- Qualified Applicator Certificate

IV. Contractor Performance Requirements:

A. Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. Said supervisor or foreman shall communicate effectively in both written and oral English.

B. All work shall comply with good arboreal practice for the species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture and the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal".

C. Trees shall not be visibly marked at any time for any reason (e.g., for work identification).

D. Any structural weakness, decayed trunk or branches, split crotches or limbs discovered by the Contractor shall be reported to the County within one business day.

E. Pesticide Usage and Reporting:

1. Contractor will store, transport, handle, mix and apply pesticides in a manner consistent with Federal, State and local regulations.
2. Contractor will report and maintain records of pesticide application in conformance with all Federal, State and local regulations.
3. Contractor will, by the second week of each month, record all pesticide activity for the previous month in OC Parks online computer application.
4. Contractor will post signage and control public access to pesticide application areas for no less than the minimum time required by product label re-entry interval (REI) and applicable Federal, State and local regulations.
5. Prior to application, all pesticide work will be reviewed by Contractor's Pest Control Adviser and applied by a CDPR Qualified Applicator.
6. The practices described in this SOW are consistent with OC Parks integrated pest management practices or IPM. Contractor will comply with current and future IPM best practices and OC Parks requirements for the duration of this contract.

F. Disposal of Materials:

1. The County shall receive AB 939 recycling credit.
2. All green waste produced as a result of the Contractor's operations shall be reduced, reused, recycled, and/or transformed by Contractor.

3. Reduction, reuse, recycling and transformation shall include but is not limited to, production of lumber, and daily cover.
4. Weight slips, or other approved documentation, shall be required as proof of final disposal and shall be submitted by Contractor at the end of each month to OC Parks NPDES Coordinator.

G. Diseased and Infested Trees:

1. All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.
2. All trees with known or suspected ISHB, Fusarium, Gold Spotted Oak Borer or other high priority pests/pathogens as determined by the County, Contractor shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP) available from University California, which minimizes the chance of spreading infection or infestation.
3. Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off site.
4. Tree material with known or suspected disease/infestations that are too large to be immediately chipped onsite will be transported and disposed of off-site with the newest Best Management Practices available to minimize spreading.
5. No additional charges for tool disinfection or special handling shall be allowed.

H. Pre-Inspection:

1. Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify presence of nesting birds, the location of utilities, irrigation components and/or any property element(s) that could be compromised by any work activity.
2. If the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to County Division Manager and/or his/her designee prior to commencing work in that area. All photo documentation shall have the time and date embedded.
3. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the County shall be considered the responsibility of the Contractor.

I. Protection and Restoration of Existing Areas:

1. Contractor shall protect all turf, landscape, trail, irrigation, natural areas, concrete, and hardscape from damages by its operations.
2. Contractor shall use reinforcing under equipment (e.g. tires, outriggers, jack) sufficient to prevent rutting and marking or other damage to all landscape, turf, and hardscape.
3. All damages shall be repaired and/or replaced at Contractor's expense within three (3) days after notification of such damage by County. Repairs and/or replacements shall be equal to original in all aspects.

J. Control of Work:

1. Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting, lack of safety apparatus/equipment guards, improper use/loading of equipment).
2. Contractor shall be responsible to meet equipment inventory requirements sufficient to perform all work described herein.
3. Failure to maintain control at all times will be penalized. See Attachment B, Compensation & Payment.
4. In addition to penalties and/or the withholding of Contract payments, the Contractor shall be responsible for the mitigation of any damage related to a loss of control incident.

K. GIS, GPS Capabilities and Requirements:

1. All GIS/GPS and Tree Inventory work shall be performed by Contractor's "in-house" employees.
2. All GIS data and inventory records created by the Contractor are property of the County of Orange.
3. Contractor shall create and maintain County tree inventory in geodatabase format and shall be fully compatible with ESRI ArcGIS newest version.
4. GPS work shall be performed using Trimble GeoXH 6000 or better.
5. Contractor shall follow County workflow and schedule for import and export of tree inventory updates to/from Contractor's inventory system and County GIS. Contractor shall update and modify geodatabase themes as required by the County.
6. Contractor shall provide access to web based GIS inventory for use by County staff and consultants.
7. Failure to meet and maintain the requirements for the GIS tree inventory shall be grounds for termination of the Contract.

L. Tree Inventory, Updates and Additions:

1. Contractor shall provide a complete update of the County GIS tree inventory at no additional cost to the County within three (3) months of the Contract award.
2. When assigned and approved by County, payment may be authorized for new inventory entries for trees that are not the subject of any other action or maintenance.
3. Contractor shall update inventory, including metadata, and add new entries at no additional charge for any tree that is the subject of maintenance, inspection, or other compensated action.

M. Sound Control: Contractor shall comply with all County and local sound control and noise level rules, regulations, and ordinance, which apply to any work performed pursuant to the Contract.

N. Dust Control: Contractor shall not create dust in such a quantity as to violate the South Coast Air Quality Management District (AQMD) regulations.

O. Debris Removal: Contractor shall remove all trash and debris from work area by the end of each day and as required during the course of work. Contractor shall dispose of materials at a site outside of the County right-of-way approved for disposal of such materials.

P. Water: Contractor shall furnish all water required for performance of work; shall make arrangements for obtaining water with the governing water district and shall comply with all requirements set forth by the governing water district.

Q. Utilities: Contractor shall contact UNDERGROUND SERVICE ALERT (USA) for all subsurface excavation and will contact utility companies to mark locations if necessary.

R. Parking Control: Contractor shall post, maintain, and subsequently remove, temporary "No Parking" signs along the streets, parking lots, and other as needed areas upon completion of work. Work is performed no less than 24 hours prior to the start of said work. Contractor shall be responsible for replacing signs which are damaged or removed in order to maintain notice to the public.

S. Traffic Control:

1. Contractor shall provide traffic control and equipment at no additional cost to the County.
2. Contractor shall comply with all relevant provisions of the Manual on Uniform Traffic Control Devices (MUTCD), as published by the State of California, Department of Transportation.
3. Park access shall be maintained at all times during all services.

T. Safety: Contractor agrees to perform all work outlined in this Contract to meet all accepted standards for safe practices during operations and to maintain safe conditions on premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with local, County, State or other legal intents and terms of the applicable Occupational Safety and Health Administration (OSHA) and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and agents, against injury or damage to property.

U. High Voltage Lines: Should work involve any high voltage lines, Contractor shall be required to notify responsible utility company.

V. Identification and Coordination of Work:

A. Coordination and Planning:

1. OC Parks facilities have many special and permitted events throughout the year, therefore Contractor shall engage in significant advance planning for all routine, annual and as-needed work.
2. Contractor shall coordinate the starting date of all work with OC Parks – Park Arborist and Facility Supervisor.
3. Commencement of work, continuation of work, delays or interruptions to work and other events will be communicated to the Park Arborist and Facility Supervisor daily.

4. Contractor shall comply with all time and schedule requirements as described in this SOW.

B. Work Schedules:

1. Contractor shall meet every two weeks with the OC Parks Arborist and/or representatives and provide the County with a written two-week schedule and a report on all unscheduled work in contractor's possession on alternating Mondays as directed by the County.
2. Contractor will update schedule to indicate emergency and other priority work interrupting the schedule.
3. Schedule will indicate all incomplete/carry over work from the previous schedule.
4. In general, contractor will limit work hours to Monday through Friday, 6:00 am until 4:30 pm.

C. Low Volume Work (Non-Routine):

1. Low volume work requests must be completed within three week of County's authorization to proceed.
2. Contractor shall provide County a written quote within two working days of request. Quote shall contain all required line items, line item price, number of work units, line item total and job total.
3. If the work is not listed as a line item in this SOW, the quote will include the number of hours required to complete the job and a statement indicating why the request does not fall within a Contract line item.
4. County shall provide Contractor a work order with authorization to proceed.
5. The work order shall include a detailed explanation of work requested, location, County Contact information, and any special instructions or alerts.
6. Upon receipt of authorization to proceed and work order Contractor shall coordinate with County on anticipated start date.
7. Additional or add on work shall not be performed without new or an updated quote and approval in writing by County.

D. High Volume Work (Routine Annual Tree Maintenance):

1. Within one (1) week of award of Contract, Contractor shall schedule initial meeting with County to develop multi-year plan for tree maintenance cycles and budget based on tree inventory and desired level of service.
 - a) In general, the annual maintenance cycle shall consist of tree pruning and tree removal.
 - b) Annual maintenance shall generally be completed outside of nesting season.

2. County may adjust the multi-year plan and level of service.
3. Multi-year annual maintenance cycle and budget shall be finalized and submitted to County no later than two (2) months after Contract award.
4. Contractor shall submit each year's annual maintenance plan, overall budget and individual facility budgets no less than three (3) months prior to the start of work.
5. With County's authorization to proceed, Contractor shall coordinate with Park Arborist and Facility Supervisors no less than three (3) weeks prior to start of work.
6. Contractor shall not exceed the planned annual budget at any OC Park facility without written authorization from the County.

E. Emergency Work and Mobilization Fee:

1. Contractor must report to the park facility within two (2) hours of initial notification from County.
2. Contractor must be available 24 hours a day, 7 days a week, 365 days a year.
3. Contractor shall provide County a written quote/confirmation the following business day.
4. Emergency work will be performed and billed by line item price with addition of the emergency mobilization fee.
5. Only one mobilization fee will be allowed per emergency incident. One emergency incident and applicable mobilization fee may span more than one tree, work order or day.

F. Priority Work and Mobilization Fee:

1. Priority work requests with mobilization fee must be completed within seven days of County's notice to proceed.
2. Contractor shall provide County a written quote within one business day of request.
3. Priority work will be performed and billed at line item price with addition of the priority mobilization fee.
4. Only one priority mobilization fee will be allowed per work order and may cover more than one tree.

G. Access Gates:

1. Contractor shall be provided with keys to the access gates upon request. Contractor shall return all keys upon completion of work and prior to request for payment. For each key not returned, the sum of One Hundred dollars (\$100.00) will be deducted and forfeited from any payment due to Contractor.
2. Contractor shall keep all access gates closed except when entering and leaving the worksite. Contractor shall close and lock all access gates at the end of each working day.

3. In the event that County is called out to a gate left open by Contractor, the sum of Two Hundred and Fifty dollars (\$250.00) will be deducted and forfeited from any payment due to Contractor.

VI. Specifications:

A. Emergency Work and Call Out:

1. Contractor is required to provide 24-hour emergency phone numbers and names of a minimum of four contact individuals within one week of Contract award. Should phone number or contact person change during the Contract those changes must be provided to County.
2. Contractor may be required to provide emergency/on-call response for services in this SOW. This may be at night, weekends, and holidays or during storm conditions.
3. Contractor is required to start work indicated within two (2) hours of initial telephone call and report to County authorized representative upon completion of work specified.
4. Three Hundred dollars (\$300.00) per hour shall be deducted and forfeited from payment to Contractor for each hour over the two hour response time.
5. Contractor shall be allowed to stockpile debris from emergency work and in a manner that does not cause a hazard and shall mark debris with lighted barricades sufficient for visibility from all angles. Stockpile must be removed by end of the next calendar day. Stockpile shall not interfere with access to roadways, driveways, trails or sidewalks.

B. General Pruning Requirements:

1. Unless otherwise directed by the County the "Full Prune" category described in Section C. shall be the standard for all pruning performed under this contract.
2. Trees shall be pruned to prevent branch and foliage interference with safe public passage, generally 8 feet for pedestrian access and 14 feet above roads. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
3. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
4. Selectively prune branches that are within five feet of a structure.
5. Clear trees of sprout or sucker growth to a minimum height of ten feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
6. Prune to maintain a balanced appearance.
7. Remove all vines, mistletoe and other parasitic plants growing in trees and on tree trunks. These plants shall be removed without injury to trees.
8. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, other plants or property.

9. Tools used on a tree known or suspected to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
10. Tools and saws used in tree pruning shall be kept sharpened to result in final cuts with a clean, smooth wood surface and secure bark remaining intact.
11. Trees six inches in diameter or less shall be pruned with hand tools only.
12. Tree limbs two inches in diameter or less shall be pruned with hand tools only.
13. Climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by County to aid in the safety of climbers performing the removal of a tree.

C. Full Prune:

1. Unless otherwise directed by the County "Full Prune" shall be the standard for all pruning.
2. A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned.
3. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure and includes pruning to reduce overall canopy mass and excessive wood weight.
4. A Full Prune typically consists of one or more of the following pruning treatments:
 - a. Crown Cleaning: Removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown.
 - b. Crown Thinning: Includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. When thinning the crown of mature trees, up to 25 percent of the live foliage may be removed unless directed otherwise by the County.
 - c. Crown Reduction: Used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.
 - d. Crown Restoration: Corrective pruning used to restore the form of crowns that have been previously damaged by topping or other extenuating circumstances.

D. Crown Raising/Clearance Prune:

1. A crown raising or clearance prune does not involve the detail of work found in a full prune.
2. Crown Raising: Consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-

half ($\frac{1}{2}$) of its foliage on branches that originate in the lower two-thirds ($\frac{2}{3}$) of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

3. Clearance Prune: Employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted.
4. Removal of hanging and down limbs are included in this line item.

E. Specific Pruning Requirements for Conifers and Broadleaf Trees:

1. General Trimming and Shaping of Conifers:

- a. Two basic classes of conifers can be found in County facilities, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus.
- b. Typically, up to 25 percent of the live foliage may be removed unless directed otherwise by the County.
- c. Contractor shall avoid damaging the central leader on all conifers. In specific cases the County may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.
- d. At the time of pruning, the County shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
- e. To control the growth of large, mature conifers Contractor shall be required to prune the new growth of lateral limbs.
- f. Typical pruning of conifers shall generally consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

2. General Trimming and Shaping of Broadleaf Trees:

- a. Follow the shape indicated by the natural growth habits of each tree species.
- b. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head.
- c. Tree foliage may be reduced by up to thirty (30) percent.
- d. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- e. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- f. Heading cuts and/or topping will not be allowed under any circumstances.
- g. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

F. Pruning Specifications for Palm Trees:

1. Palm Pruning consists of maintaining the crowns and trunks of palms including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.
2. Non-Canary Island Date Palms shall be trimmed using sanitized equipment before and after the equipment is used to cut the fronds of any other palm tree.
3. Canary Island Date Palms (*Phoenix canariensis*) shall be trimmed using a new handsaw blade. This is to prevent the spread of fusarium. The Contractor may use a sanitized chainsaw in forming and/or shaping the pineapple of the Canary Island Date Palm.
4. Except for date palms, fronds shall be pruned to an angle of 45 degrees or 10 & 2.
5. Date Palm fronds shall be pruned to an angle of 90 degrees or 9 & 3
6. Live Trunk Tissue shall not be cut while pruning palms.
7. The Contractor shall be responsible for removing palm fruit related stains from hardscape elements that may occur while pruning

G. Tree and Stump Removal:

1. Removal of down or leaning trees and their root systems are included in this line item.
2. Contractor shall be responsible for contacting Underground Service Alert (USA) for location of underground utilities prior to stumping operations.
3. Trees shall be felled in a manner consistent with industry practice with primary emphasis on safety of public and protection of adjacent property.
4. Contractor will ensure they are removing the correct tree; errant removal of trees shall be penalized.
5. Contractor shall maintain control of the tree and its parts at all times. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. Loss of control incidents shall be penalized.
6. Stumps including root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight inches.
7. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grinding shall not be used as a backfill material. If stump grinding takes place in turfgrass, grass seed will be incorporated into the topsoil either of the existing species or if unknown annual ryegrass.
8. If stump grinding does not follow within same work day as removal, tree trunk shall be left five (5) feet above grade until stump grinding is complete.
9. Stumps to be left in place shall be cut at three (3) feet above grade.

H. Root Pruning:

1. Roots shall be pruned immediately adjacent to the edge of sidewalk or curb or other improvement. Root pruning cuts shall be four (4) inches wide, sixteen (16) deep as measured from top of sidewalk, curb or adjacent improvement and extend eight (8) feet in each direction from centerline of tree (sixteen (16) feet total length).
2. Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.
3. All cuts shall be backfilled immediately upon completion of root pruning at each location. Backfill material shall consist of dirt and/or mulch from root pruning and shall be free from rocks. All debris generated by these operations will be immediately removed from site and properly disposed of outside right-of-way.
4. Contractor shall repair or replace all utility service connections, sprinkler systems and any other assets which are damaged or removed as a result of root pruning operations. Repairs shall be implemented immediately and completed by end of next working day. Repairs and replacements will be equal to existing improvement and shall match them in finish, dimensions and manufacturer.
5. Root barriers will be installed only at County request.

I. Hourly Work/Crew Rental:

1. County may request Contractor to perform tree and/or vegetation operations outside of scope of previously listed work items. Contractor shall furnish a crew with equipment necessary to perform the requested work.
2. County shall determine if crew rental charges are justified and will provide Contractor with written approval.
3. Line item pricing shall not apply or be "stacked" with hourly charges.

J. Tree Pest Treatment:

1. Contractor shall have an "in-house" CDPR Qualified Applicator apply pesticides in accordance with the recommendations from the "in-house" CDPR Agricultural Pest Control Adviser (PCA) and applicable product labels, Federal, State and local regulations.
2. Applications will be made by soil injection, trunk injection or spray as requested by the County. OC Parks' favored method of application is sub-surface soil injection (not drench).
3. All drills, tools and equipment used for trunk injection shall be sanitized between each individual hole or injection point.
4. Emamectin benzoate application rate shall be 6ml per diameter inch at breast height. All other treatment application rates shall use the high rate as listed per label unless otherwise requested by OC Parks.

K. Tree Planting

1. Tree planting consists of the installation of nursery stock container or palm trees supplied by the Contractor, staking, backfilling, seeding and watering.
2. Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.
3. Planting stock shall be well watered prior to shipping and covered for the duration of transport.
 - a. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected.
 - b. Root bound material will be rejected.
 - c. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
4. Contractor shall confirm correct planting site before excavation.
5. Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein.
6. Nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on and all debris shall be removed from the planting pit prior to backfilling.
7. Contractor shall install the tree or palm so that the top of trunk flare is two inches above surrounding finish grade. The Contractor shall not cut or trim the root ball as a means of meeting grade standards.
8. Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten percent well decomposed organic fines.
9. Contractor shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
10. Contractor shall cease backfilling when the planting pit is one-half full and apply water to remove air pockets from the backfill. Once water has drained, Contractor shall resume backfilling the planting pit.
 - a. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball.
 - b. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
11. Contractor is responsible for the stability of planted trees.

- a. The nursery stake shall be removed, and the tree shall be double staked using two, two inch lodge pole stakes outside of the root ball and to a secure depth that properly supports the new tree. In difficult sites or conditions, a 3 stake method can be used following the same guidelines noted above.
 - b. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty degrees opposite the other.
 - c. The root ball shall not be damaged by the installation of stakes.
 - d. The stake shall not be in contact with any aerial part of the tree.
12. Upon completion Contractor shall seed and top-dress barren areas within ten (10) feet of the center of the trunk of the tree if there was established turf in that location.
- a. Seed shall be of the same turf grass type existing on site or annual ryegrass if the turf is a non-seedable variety; to be applied at a rate appropriate for the type of turf seed applied.
 - b. Seed shall be top dressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Use of manure, native soil or chip topdressings will not be allowed.

VII. Specifications: List of all OCCR Facilities

A. OC Parks

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| 1. Aliso and Wood Canyons Wilderness Park | 28373 Alicia Parkway, Laguna Niguel, CA 92677 |
| 2. Aliso Beach | 31131 S. Pacific Coast Hwy., Laguna Beach, CA 92652 |
| 3. Arden: Helena Modjeska Historic House and Gardens | 29042 Modjeska Canyon Road, Modjeska, California |
| 4. Capistrano Beach | 35005 Beach Road, Capo Beach, CA 92675 |
| 5. Carbon Canyon Regional Park | 4442 Carbon Canyon Road, Brea, CA 92823 |
| 6. Dana Point Harbor | 34451 Ensenada Place, Dana Point, CA. 92629 |
| 7. Featherly Regional Park | 24001 Santa Ana Canyon Road, Anaheim, CA 92808 |
| 8. George Key Ranch Historic Park | 625 W. Bastanchury Road, Placentia, CA 92870 |
| 9. Harriett M. Wieder Regional Park | 19251 Seapoint Ave., Huntington Beach, CA 92648 |
| 10. Heritage Hill Historical Park | 25151 Serrano Road, Lake Forest, CA 92630-2534 |
| 11. Historic Yorba Cemetery | Woodgate Park, Yorba Linda, CA 92886 |
| 12. Irvine Lake | 4621 E. Santiago Canyon Road, Silverado, CA 92676 |
| 13. Irvine Ranch Historic Park | 13042 Old Myford Rd., Irvine, CA 92602 |
| 14. Irvine Ranch Open Space | 4727 Portola Pkwy, Irvine, CA 92620 |
| 15. Irvine Regional Park | 1 Irvine Park Road, Orange, CA 92869 |
| 16. Laguna Coast Wilderness Park | 18751 Laguna Canyon Road, Laguna Beach, CA 92651 |
| 17. Laguna Niguel Regional Park | 28241 La Paz Road, Laguna Niguel, CA 92677 |
| 18. Mile Square Regional Park | 16801 Euclid St., Fountain Valley, CA 92708 |
| 19. Newport Harbor | 1901 Bayside Dr., Newport Beach, CA 92625 |
| 20. Old Orange County Courthouse | 211 W. Santa Ana Blvd., Santa Ana, CA 92701
30892 Trabuco Canyon Road, Trabuco Canyon, CA 92678 |
| 21. O'Neill Regional Park | |
| 22. Orange County Zoo | 1 Irvine Park Road, Orange, CA 92869 |

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| 23. Peters Canyon Regional Park | 8548 E. Canyon View Ave., Orange, CA 92869 |
| 24. Ralph B. Clark Regional Park | 8800 Rosecrans Ave., Buena Park, CA 90621 |
| 25. Ramon Peralta Adobe Historic Site | 6398 E. Santa Ana Canyon Road, Anaheim, CA 92807 |
| 26. Regional Trails | 13042 Old Myford Road, Irvine, CA 92602-2304 |
| 27. Ronald W. Caspers Wilderness Park | 33401 Ortega Hwy., San Juan Capistrano, CA 92675 |
| 28. Salt Creek Beach | 33333 S. Pacific Coast Hwy., Dana Point, CA 92629 |
| 29. Santiago Oaks Regional Park | 2145 N. Windes Drive, Orange, CA 92869 |
| 30. Sunset Harbour | 2901 Edinger Ave., Huntington Beach, CA 92649 |
| 31. Talbert Regional Park | 1298 Victoria Avenue, Costa Mesa, CA 92627 |
| 32. Ted Craig Regional Park | 3300 State College Blvd., Fullerton, CA 92835 |
| 33. Thomas F. Riley Wilderness Park | 30952 Oso Parkway, Coto De Caza, CA 92679 |
| 34. Tri-City Regional Park | 2301 Kraemer Blvd., Placentia, CA 92870 |
| 35. Upper Newport Bay Nature Preserve | 2301 University Drive, Newport Beach, CA 92660 |
| 36. Whiting Ranch Wilderness Park | 26701 Portola Parkway, Foothill Ranch, CA 92610 |
| 37. William R. Mason Regional Park | 18712 University Drive, Irvine, CA 92612-2601 |
| 38. Yorba Regional Park | 7600 E. La Palma, Anaheim, CA 92807 |

B. OC Public Libraries

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| 1. Aliso Viejo Library | 1 Journey, Aliso Viejo, CA 92656 |
| 2. Brea Library | 1 Civic Center Circle, Brea, CA 92821 |
| 3. Costa Mesa - Mesa Verde Library | 2969 Mesa Verde Drive, Costa Mesa, CA 92626 |
| 4. Costa Mesa-Donald Dungan Library | 1855 Park Ave, Costa Mesa, CA 92627 |
| 5. Cypress Library | 5331 Orange Avenue, Cypress, CA 90630 |
| 6. Dana Point Library | 33841 Niguel Rd., Dana Point, CA 92629 |
| 7. El Toro Library | 24672 Raymond Way, Lake Forest, CA 92630 |
| 8. Foothill Ranch Library | 27002 Cabriole Way, Foothill Ranch, CA 92610 |
| 9. Fountain Valley Library | 17635 Los Alamos, Fountain Valley, CA 92708 |
| 10. Garden Grove - Tibor Rubin | 11962 Bailey St., Garden Grove, CA 92845 |
| 11. Garden Grove Chapman Library | 9182 Chapman Ave., Garden Grove, CA 92841 |
| 12. Garden Grove Main Library | 11200 Stanford Ave., Garden Grove, CA 92840 |
| 13. Irvine Heritage Park | 14361 Yale Avenue, Irvine, CA 92604 |
| 14. Irvine Katie Wheeler Library | 13109 Old Myford Rd., Irvine, CA 92602 |
| 15. Irvine University Park Library | 4512 Sandburg Way, Irvine, CA 92612 |
| 16. La Habra Library | 221 East La Habra Blvd., La Habra, CA 90631 |
| 17. LA Palma Library | 7842 Walker St., La Palma, CA 90623 |
| 18. Ladera Ranch Library | 29551 Sienna Parkway, Ladera Ranch, CA 92694 |
| 19. Laguna Beach Library | 363 Glenneyre Street, Laguna Beach, CA 92651 |
| 20. Laguna Hills Technology Library | 25555 Alicia Parkway, Laguna Hills, CA 92653
30341 Crown Valley Pkwy, Laguna Niguel, CA 92677 |
| 21. Laguna Niguel Library | 24264 El Toro Road, Laguna Woods, CA 92637 |
| 22. Laguna Woods Library | 7531 E. Santiago Canyon Road, Silverado, CA 92676 |
| 23. Library of the Canyons | |

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| 24. Los Alamitos-Rossmoor Library | 12700 Montecito, Seal Beach, CA 90740
30902 La Promesa, Rancho Santa Margarita, CA 92688 |
| 25. Rancho Santa Margarita Library | 92688 |
| 26. San Clemente Library | 242 Avenida Del Mar, San Clemente, CA 92672
31495 El Camino Real, San Juan Capistrano, CA 92675 |
| 27. San Juan Capistrano Library | 92675 |
| 28. Seal Beach Library | 707 Electric Ave., Seal Beach, CA 90740 |
| 29. Stanton Library | 7850 Katella Ave., Stanton, CA 90680 |
| 30. Tustin Library | 345 E. Main Street, Tustin, CA 92780 |
| 31. Villa Park Library | 17865 Santiago Blvd., Villa Park, CA 92861 |
| 32. Westminster Library | 8180 13th Street, Westminster, CA 92683 |

C. OC Animal Care

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| 1. OC Animal Care | 1630 Victory Rd., Tustin, CA 92782 |
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ATTACHMENT B**PAYMENT AND COMPENSATION**

1. **Compensation:** This is a firm-fixed fee Contract between County and Contractor for Tree Care and Maintenance Services as set forth in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & P of County Contract Terms and Conditions.**

2. **Fees and Charges:** Contract amount shall not exceed the following:

CONTRACT PERIOD	NOT TO EXCEED AMOUNT
1	\$3,120,000.00
2	\$3,120,000.00
3	\$3,120,000.00

TOTAL NOT TO EXCEED AMOUNT OF: NINE MILLION THREE HUNDRED SIXTY THOUSAND DOLLARS AND ZERO CENTS (\$9,360,000.00)

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Contract MA-012-22010006
 - g. Requisition 1397179
 - h. Agency/Department's Account Number
 - i. Date of invoice
 - j. Product/service description, quantity, and prices
 - k. Sales tax, if applicable
 - l. Freight/delivery charges, if applicable
 - m. Total

Invoice and support documentation are to be forwarded to:

OC Community Resources: Accounts Payable
Attn: Accounts Payable
601 North Ross Street
6th Floor
Santa Ana, CA 92701

9. **Payment (Electronic Funds Transfer (EFT):** County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C**COST PROPOSAL**

Routine Annual Tree Maintenance and Other High Volume Work			
<u>Work Description</u>	<u>Tree DBH</u>	<u>Unit</u>	<u>Unit Cost</u>
Full Prune	0" - 6"	EA	55.00
Full Prune	7" - 12"	EA	75.00
Full Prune	13" - 18"	EA	125.00
Full Prune	19" - 24"	EA	150.00
Full Prune	25" - 30"	EA	175.00
Full Prune	31" - 36"	EA	175.00
Full Prune	36"+	EA	325.00
Crown Raise/Clearance Prune	0" - 6"	EA	35.00
Crown Raise/Clearance Prune	7" - 12"	EA	35.00
Crown Raise/Clearance Prune	13" - 18"	EA	45.00
Crown Raise/Clearance Prune	19" - 24"	EA	45.00
Crown Raise/Clearance Prune	25" - 30"	EA	55.00
Crown Raise/Clearance Prune	31" - 36"	EA	55.00
Crown Raise/Clearance Prune	36"+	EA	85.00
Prune Date Palm	N/A	EA	85.00
Prune Fan Palm	N/A	EA	85.00
Prune all other Palm Species	N/A	EA	50.00
Palm Frond Removal in Excess of 3 Years Growth	N/A	LF	20.00
Palm Trunk Skinning in Excess of 10 feet	N/A	LF	20.00
Palm Trunk Skinning Less Than 10 feet	N/A	LF	20.00
Tree Removal with Stump Grinding	0" - 6"	EA	100.00
Tree Removal with Stump Grinding	7" - 12"	EA	250.00
Tree Removal with Stump Grinding	13" - 18"	EA	495.00
Tree Removal with Stump Grinding	19" - 24"	EA	495.00
Tree Removal with Stump Grinding	25" - 30"	EA	695.00
Tree Removal with Stump Grinding	31" - 36"	EA	695.00
Tree Removal with Stump Grinding	36"+	EA	895.00
Tree Removal w/o Stump Grinding	0" - 6"	EA	75.00
Tree Removal w/o Stump Grinding	7" - 12"	EA	195.00
Tree Removal w/o Stump Grinding	13" - 18"	EA	295.00
Tree Removal w/o Stump Grinding	19" - 24"	EA	350.00
Tree Removal w/o Stump Grinding	25" - 30"	EA	500.00
Tree Removal w/o Stump Grinding	31" - 36"	EA	500.00
Tree Removal w/o Stump Grinding	36"+	EA	795.00

Root Pruning	N/A	LF	25.00
Root Barrier	N/A	LF	25.00
Hand Watering	N/A	HR	94.00
Hourly Work/Crew Rental (Incl. all personnel and equip.)	N/A	HR	94.00
Inventory Entry	N/A	EA	6.00

Low Volume Work			
<u>Work Description</u>	<u>Tree DBH</u>	<u>Unit</u>	<u>Unit Cost</u>
Full Prune	0" - 6"	EA	55.00
Full Prune	7" - 12"	EA	75.00
Full Prune	13" - 18"	EA	125.00
Full Prune	19" - 24"	EA	150.00
Full Prune	25" - 30"	EA	175.00
Full Prune	31" - 36"	EA	175.00
Full Prune	36"+	EA	325.00
Crown Raise/Clearance Prune/Hanging or Down Limb	0" - 6"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	7" - 12"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	13" - 18"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	19" - 24"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	25" - 30"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	31" - 36"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	36"+	EA	94.00
Prune Date Palm	N/A	EA	85.00
Prune Fan Palm	N/A	EA	85.00
Prune all other Palm Species	N/A	EA	50.00
Palm Frond Removal in Excess of 3 Years Growth	N/A	LF	20.00
Palm Trunk Skinning in Excess of 10 feet	N/A	LF	20.00
Palm Trunk Skinning Less Than 10 feet	N/A	LF	20.00
Tree Removal with Stump Grinding	0" - 6"	EA	100.00
Tree Removal with Stump Grinding	7" - 12"	EA	250.00
Tree Removal with Stump Grinding	13" - 18"	EA	495.00
Tree Removal with Stump Grinding	19" - 24"	EA	495.00
Tree Removal with Stump Grinding	25" - 30"	EA	695.00
Tree Removal with Stump Grinding	31" - 36"	EA	695.00
Tree Removal with Stump Grinding	36"+	EA	895.00
Tree Removal w/o Stump Grinding	0" - 6"	EA	75.00
Tree Removal w/o Stump Grinding	7" - 12"	EA	195.00
Tree Removal w/o Stump Grinding	13" - 18"	EA	295.00

Tree Removal w/o Stump Grinding	19" - 24"	EA	350.00
Tree Removal w/o Stump Grinding	25" - 30"	EA	500.00
Tree Removal w/o Stump Grinding	31" - 36"	EA	500.00
Tree Removal w/o Stump Grinding	36"+	EA	795.00
Root Pruning	N/A	LF	25.00
Root Barrier	N/A	LF	25.00
Hand Watering	N/A	HR	94.00
Hourly Work/Crew Rental (Incl. all personell and equip.)	N/A	HR	94.00
Inventory Entry	N/A	EA	6.00

Emergency and Priority Mobilization Fees			
<u>Work Description</u>		<u>Unit</u>	<u>Unit Cost</u>
Emergency (2 Hour Response)		EA	250.00
Priority (< 7 Day Response)		EA	250.00

Tree Pest Treatment			
<u>ISHB Work Description</u>	<u>Group</u>	<u>Unit</u>	<u>Unit Price</u>
Imidacloprid (SI)	Treatment 1	Dia./Inch	3.25
Imidacloprid (SI), Propiconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 2	Dia./Inch	6.50
Imidacloprid (SI), Tebuconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 3	Dia./Inch	6.50
Propiconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 4	Dia./Inch	4.50
Tebuconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 5	Dia./Inch	4.50
Bifenthrin+Cease+Pentra bark or Nufilm (TS)	Treatment 6	Dia./Inch	3.25
Emamectin benzoate+Propiconazole (TI)	Treatment 7	Dia./Inch	8.00
Emamectin benzoate+Propiconazole (TI), Bifenthrin+Cease+Nufilm (TS)	Treatment 8	Dia./Inch	10.00
<u>Description</u>	<u>Group</u>	<u>Unit</u>	<u>Unit Price</u>
Bifenthrin+Nufilm (TS)	Treatment 9	Dia./Inch	3.50
Carbaryl+Nufilm (TS)	Treatment 10	Dia./Inch	5.00
Bifenthrin+Nufilm (TS), Emamectin benzoate (TI)	Treatment 11	Dia./Inch	11.00
Carbaryl+Nufilm (TS), Emamectin benzoate (TI)	Treatment 12	Dia./Inch	12.00
Dinotefuran+Pentra-bark (BS)	Treatment 13	Dia./Inch	5.00

Dinotefuran+Pentra-bark (BS) Bifenthrin+Nufilm (TS)	Treatment 14	Dia./Inch h	8.00
Dinotefuran+Pentra-bark (BS) Carbaryl+Nufilm (TS)	Treatment 15	Dia./Inch h	9.50
Emamectin benzoate (TI)	Treatment 16	Dia./Inch h	9.50
TS=trunk spray, TI= trunk injection, SI=soil injection BS=basal spray			
*Emamectin benzoate application rate shall be 6ml per diameter inch at breast height			
*All other treatment application rates shall use the high rate as listed per label			

Tree Planting (Includes tree, labor, equipment, materials and initial watering)			
<u>Container Size</u>	<u>Minimum DBH</u>	<u>Unit</u>	<u>Unit Cost</u>
15 Gallon	1	EA	190.00
24 Inch Box	1.5	EA	325.00
36 Inch Box	2.5	EA	800.00
48 Inch Box	3.5	EA	1,200.00
Fan Palm per Ft. Brown Trunk Height	8	FT	94.00

Sustainability Measures			
<u>Indicate Ability and Willingness to Provide/Conform</u>		<u>Yes</u>	<u>No</u>
Zero emission leaf blower with max noise emission of 65db		<input checked="" type="checkbox"/>	<input type="checkbox"/>
Bio-based bar and chain oil certified by USDA BioPreferred program		<input checked="" type="checkbox"/>	<input type="checkbox"/>

Proposed Price Escalation			
<u>Work Description</u>		<u>Unit</u>	<u>Figure</u>
Year 4 Escalation		%	4
Year 5 Escalation		%	4

Bidders are encouraged to propose additional services, alternate methods, materials, etc.			
<u>Work Description</u>		<u>Unit</u>	<u>Unit Cost</u>
Senior Tree Trimmer		HR	94.00
Tree Trimmer		HR	94.00
Groundsperson		HR	94.00
Arborist Services/Grant Writing		HR	154.00
Crane with Operator		HR	282.00
95-ft Aerial Tower With Operator		HR	188.00
Loader with Roll Off Truck & Operator		HR	94.00
Contaminated Disposal Fee		TON	94.00
Crown Reduction Pruning		HR	94.00

ATTACHMENT D
STAFFING PLAN

I. KEY PERSONNEL

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

Name	Classification/Designation	Year of Experience	Years with Company	Professional Licenses or Credentials
Kris Burbidge	Area Manager	20 Years	20 Years	#WE 9566 AUM
Samuel Jimenez	Area Supervisor	12 Years	12 Years	#WE 11109AT
Andrew Pineda	GIS Analyst	5 Years	3 Years	#WE12738A
Dane Jensen	Safety & Training Office	10 Years	3 Years	#WE 12014A
Timothy Crothers	Planet Health Care Manager	15 Years	10 Years	#WE7655BUM

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II. SUBCONTRACTORS

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function
No Subcontractors to be used		
		vgonzalez@wcainc.com

EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT

1. References. All references to “County of Orange”, “County of Orange, OC Community Resources”, “OC Community Resources”, County” or “Orange County” in the Agency Agreement shall mean and be understood to be “City of San Diego”.
2. The remaining portions of the Agency Agreement shall remain in full force and effect

**EXHIBIT 3: COUNTY OF ORANGE, OC COMMUNITY RESOURCES
SOLICITATION 012-C030928-CW FOR TREE CARE MAINTENANCE SERVICES**



OC COMMUNITY RESOURCES

PURCHASING & CONTRACT SERVICES

REQUEST FOR PROPOSALS (RFP)

FOR

TREE CARE AND MAINTENANCE SERVICES

RFP No. 012-C030928-CW

REQUEST FOR PROPOSAL



**ORANGE COUNTY
COMMUNITY
RESOURCES**
601 North Ross Street
Santa Ana, CA 92701

**PROPOSALS MUST BE RECEIVED ON OR
BEFORE**

June 3, 2021
By
4:00 P.M. PDT

RFP Number
012-C030928-CW

INSTRUCTIONS:

- 1. SUBMIT AND UPLOAD ELECTRONIC COPY OF PROPOSAL VIA BIDSYNC.
- 2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
- 3. ALL QUESTIONS SHOULD BE POSTED ONLINE VIA PERISCOPE HOLDINGS BEFORE THE CLOSE OF THE QUESTION AND ANSWER PERIOD.

Release Date: May 3, 2021

REQUEST FOR PROPOSALS (“RFP”)

COVER PAGE

The County of Orange, Orange County Community Resources (OCCR), Purchasing and Contracts Services on behalf of OC Parks, OC Public Libraries, and OC Animal Care, hereinafter referred to as “County” is soliciting proposals from qualified firms (“Respondents”) for Tree Care and Maintenance Services. Respondents must meet the minimum qualifications and requirements as set forth within the RFP and capable of providing services identified in the Scope of Work attached hereto and incorporated herein by this reference as Attachment A.

The awarded contract (“Contract”), if any, will be effective for an initial period of three (3) years, renewable for two (2) additional one year terms.

This RFP is set out in the following format:

- SECTION I Introduction and Instructions to Respondents**
- SECTION II Proposal Response Requirements**
- SECTION III Model Contract**

PROPOSALS ARE DUE June 3, 2021; 4:00 PM Pacific Time (PT).

Proposals must be submitted electronically via the County’s online bidding system (see complete instructions in Section I, Item C).

All questions and inquiries related to this RFP must be directed to: Chad Ward, hereinafter referred to as “Deputy Purchasing Agent” or “DPA”, via the County’s online bidding system at <https://www.periscopeholdings.com>; (RFP No. 012-C030928-CW). For assistance, please contact Periscope Holdings Vendor Support Team at 800-990-9339 Option 1. **Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP.**

The DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and considered invalid.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL (RFP) AND TO THE TERMS, CONDITIONS, ATTACHMENTS AND EXHIBITS REFERENCED HEREIN.

Company Name (as it appears on your invoice and W9) Fed ID#

Address

Authorized Signature (Sign all copies) Title Date

Name of person to contact in reference to this proposal Phone Number

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SECTION I

INTRODUCTION

AND

INSTRUCTIONS TO RESPONDENTS

SECTION I: INTRODUCTION AND INSTRUCTIONS TO RESPONDENTS

A. INTRODUCTION

The County of Orange, Orange County Community Resources (OCCR), Purchasing and Contracts Services on behalf of OC Parks, OC Public Libraries, and OC Animal Care, hereby invites qualified Respondents to submit a Proposal to provide Tree Care and Maintenance Services (see Section II for further description).

Refer to Section III of this RFP for an expanded description of the Scope of Work.

Respondent is expected to provide all the services that fulfill or exceed the requirements and conditions set forth in this RFP.

B. PROPOSED TIME SCHEDULE

Date	Action
May 3, 2021	Release of RFP
May 17, 2021	Written Questions from Respondents Due by 4:00 P.M. PDT
June 3, 2021	Deadline for Submission of Proposals: Due by 4:00 P.M. PDT
June 16, 2021	Evaluation of Written Proposals
June 28, 2021	Electronic Oral Interviews (if necessary)
August 24, 2021	Solicitation Award
September 1, 2021	Contract Start Date

C. INSTRUCTIONS TO RESPONDENTS AND PROCEDURES FOR SUBMITTAL

- Proposals are due on or before June 3, 2021 no later than 4:00 P.M. PT. Proposals must be submitted electronically via the Online Bidding System utilized by the County.** For assistance on uploading proposals via Periscope Holdings, please contact Periscope Holdings Vendor Support Team at 800-990-9339 Option 1.

This is a fully electronic Request for Proposals (RFP). Respondents must submit their proposals online. Only electronic responses will be accepted. The County will not accept proposals in any other format, including but not limited to: paper, faxed, or emailed proposals. The County will not accept proposal(s) after the due date and time specified above in Section B.

- Clarifications:** County has attempted to provide all information available. It is the responsibility of each Respondent to review, evaluate, and, where necessary, request any clarification prior to submission of a Proposal. If any person contemplating submitting a Proposal for the proposed Contract is in doubt as to the true meaning of any part of this RFP or finds discrepancies in or omissions from the specifications, they may submit a written request for clarification to Deputy Purchasing Agent (“DPA”) Chad Ward via the County’s online bid system at <https://www.periscopeholdings.com> under the bid page for this solicitation.

If clarification or interpretation of this solicitation is considered necessary by County, a written addendum shall be issued and the information will be posted on County’s on-line bid system at: <https://www.periscopeholdings.com> Any interpretation of, or correction to, this solicitation shall be issued by the County DPA. However, County does not guarantee receipt by Respondent of all addenda. It is the responsibility of each Respondent to periodically check County’s online bid

system to ensure that they have received and reviewed any and all addenda to this solicitation. County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information. **If an addendum is issued, a signed copy must be included with proposal response.**

All questions or requests for interpretations must be received by **4:00 P.M. PT on May 17, 2021**. The person submitting the request will be responsible for its prompt and timely submission.

3. There will be No Pre-Proposal Conference for this RFP.
4. **Validity of Proposals:** Proposals must be valid for a period of at least three hundred sixty-five (365) calendar days from the closing date and time of receipt. No Proposal may be withdrawn after the submission date.
6. **Submission Format and Requirements:** All Proposals must be submitted electronically via the Online Bidding System utilized by the County.

Each Respondent must provide: **One (1) electronic PDF copy** of their proposal. Proposals shall be formatted on standard letter size, 8.5" x 11". All pages must be numbered and identified sequentially as listed below.

- Cover Page, and all applicable addenda, if any (PDF format)
Note: Special signature requirements for Corporations
- Part 1 – Compliance Certifications (PDF format)
- Part 2 – Company Profile (PDF format)
- Part 3 – Respondent Proposal (PDF format, in addition MS Word file must be provided for this section only)
- OCLSB/DVBE - (If applicable) Submit Section III, Exhibit I – County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference Certification Requirement (PDF format).

It is imperative that all Respondents responding to this RFP comply, exactly and completely, with the instructions set forth herein. All responses to this RFP shall be typewritten or word-processed (except where otherwise provided or noted), concise, straightforward, **and must fully address each requirement and question**. Although not as a substitute for a complete written response, additional material, such as technical documents, may be referenced in any response, if the material is included in the same section as additional information.

Note: Allow sufficient time to upload all required files. Periscope Holdings will not allow any uploads after the due date and time specified herein, e.g., if Part 1 and 2 uploaded successfully at 3:58:38 P.M. and Part 3 is in progress of being uploaded at 4:00:01 P.M., Part 3 will not upload successfully.

Proposals are NOT to be marked as confidential or proprietary. County will refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the California Public Records Act, Government Code Section 6250 et seq. County shall not be liable in any way for disclosure of any such records. Additionally, all proposals shall become the property of the County. County reserves the right to make use of any information or ideas in the proposals submitted.

7. **Proprietary Information:** Proposals are not to be marked as confidential or proprietary. County may refuse to consider any proposal so marked. Proposals submitted in response to this RFP may become subject to public disclosure per the requirements of the California Public Records Act, Government Code Section 6250 et seq. County shall not be liable in any way for disclosure of any such records. Additionally, all Proposals shall become the property of County. County reserves the right to make use of any information or ideas in the Proposals submitted.
8. **Qualifications:** By submitting a Proposal, Respondent represents that it has thoroughly examined County's requirements and are familiar with the services required under this RFP and that it is qualified and capable of providing the services to achieve County's objectives.
9. **Compliance:** Each Respondent must submit its Proposal in strict accordance with all requirements of this RFP and compliance must be stated in the proposal. Deviations, clarifications and/or exceptions must be clearly identified and listed separately as alternative items for County's consideration as specified in Section II, Part 1, 6. Statement of Compliance.
10. **County Rights:** County reserves the right to negotiate modifications with any Respondent as necessary to serve the best interests of County. Any Proposal may be rejected as non-responsive if it is conditional, incomplete or deviates from specifications in this RFP. County reserves the right to waive, at its discretion, any procedural irregularity, immaterial defect or other improprieties which County deems reasonably correctable or otherwise not warranting rejection of the Proposal. No such waiver will excuse a Respondent from full compliance with all other sections of the RFP.
11. **Expenses:** Pre-contractual expenses are not permitted as part of the Compensation/Payment amount to be included in Contract. Pre-contractual expenses are defined as including, but not limited to, costs incurred by Respondent in preparing its Proposal in response to this RFP; submitting that Proposal to County; negotiating with County any matter related to the Respondent's Proposal; and any other expenses incurred by Respondent prior to the date of award/approval and execution, if any, of Contract.
12. County reserves the right to: a) negotiate final Contract with any Respondent(s) as necessary to serve the best interests of County; b) withdraw this RFP, in whole or in part, at any time without prior notice and, furthermore, makes no representations that any Contract will be awarded to any Respondent responding to this RFP; c) award its total requirements to one Respondent or to apportion those requirements among two or more Respondents as County may deem to be in its best interests; d) reject any proposal if it is conditional, incomplete or deviates significantly from the services requested in this RFP; or e) request Best and Final offer from any Respondent determined to be within the competitive range. Unless requested by County, late Best and Final offers will not be accepted by County for any reason.

In addition, negotiations may or may not be conducted with any Respondent; therefore, Proposal submitted should contain Respondent's most favorable terms and conditions, since the selection and award may be made without discussion with any Respondent.

Furthermore, County makes no representations that any Contract will be awarded to any Respondent responding to this RFP.

13. **Joint Venture:** Where two or more Respondents desire to submit a single Proposal in response to this RFP, they should do so on a prime/subcontractor basis rather than as a joint venture. County intends to contract with a single firm or multiple firms but not with multiple firms doing business as a joint venture.

14. **Lobbyist:** County does not require and neither encourages or discourages the use of lobbyists or other consultants for the purpose of securing business.
15. **Dun and Bradstreet:** County requires a valid D-U-N-S number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S number, please indicate so in your proposal/bid submission response.
16. **Conflict of Interest:** Each Respondent shall exercise reasonable care and diligence to avoid submitting a Proposal that could result in a conflict of interest if Respondent were to be selected as Contractor. This obligation shall apply to the Respondent; the Respondent's employees, agents, and relatives; sub-tier Contractors; and third parties associated with accomplishing work and services in Respondent's Proposal. In the event Respondent has done work for County on this project in the past or has reason to believe that a conflict of interest may exist for Respondent in regard to this project, Respondent should consult with its legal counsel prior to responding to this RFP. Any Respondent who is found to have an actual conflict of interest may have its Proposal rejected on that ground.
17. **Information Verification:** The submission of a response is permission by Respondent for County of Orange to verify all information contained therein. If County of Orange believes it necessary, additional information may be requested from Respondent. Failure to comply with such request will disqualify Respondent from further consideration.

D. INSTRUCTIONS-PROTEST PROCEDURES:

In the event a Respondent wishes to allege a grievance by the solicitation or award of Contract, the Respondent may submit a written protest to the DPA.

1. Procedure

All protests shall be typed under the protestor's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:

- a) The name, address, and telephone number of the protestor.
- b) The signature of the protestor or the protestor's representative.
- c) The solicitation or contract number.
- d) A detailed statement of the legal and/or factual grounds for the protest; and,
- e) The form of relief requested.

Written protests must be sent by mail to:

OC Community Resources
Purchasing & Contracts
601 N. Ross Street, 6th Floor
Santa Ana, CA 92701
Attn: Chad Ward

2. Protest of Proposal Specifications

All protests related to proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the RFP Closing Date for proposals. Protests received after the five (5) business-day deadline will not be considered by the County.

In the event the protest of specifications is denied and the protestor wishes to continue in the solicitation process, the protestor must still submit a proposal prior to the close of the solicitation in accordance with the proposal submittal procedures provided in this RFP.

3. Protest of Award of Contract

In protests related to the award of a contract, the protest must be submitted no later than five (5) business days after the notice of the proposed contract award is provided by the DPA. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

4. Protest Process

- a) In the event of a timely protest, the County shall not proceed with the solicitation or award of the contract until the Deputy Purchasing Agent renders a decision on the protest.
- b) Upon receipt of a timely protest, the Deputy Purchasing Agent will within ten (10) business days of the receipt of the protest, issue a decision in writing which shall state the reasons for the actions taken.
- c) The County may, after providing written justification to be included in the procurement file, make the determination that an immediate award of the contract is necessary to protect the substantial interests of the County. The award of a contract shall in no way compromise the protestor's right to the protest procedures outlined herein.
- d) If the protestor disagrees with the decision of the Deputy Purchasing Agent, the protestor may submit a written appeal to the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

5. Appeal Process

- a) If the protestor wishes to appeal the decision of the Deputy Purchasing Agent, the protestor must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to the Office of the County Procurement Officer.

Written appeals must be sent by mail to the address below with a courtesy copy by email;

County of Orange/County Executive Office
County Procurement Office
1300 South Grand Avenue
Santa Ana, CA 92705
Attn: County Procurement Officer
CPOAppeals@ocgov.com

- b) Within fifteen (15) business days, the County Procurement Officer will review all materials in connection with the grievance, assess the merits of the protest and provide a written determination that shall contain his or her decision on whether the appeal shall be forwarded to the Procurement Appeals Board.
- c) The decision of the County Procurement Officer will be final and there shall be no right to any administrative appeals of this decision.

E. EVALUATION PROCESS AND CRITERIA

Proposals will be evaluated by an evaluation committee on the basis of responsiveness to the questions and requirements in this RFP. Award of Contract shall be made to responsible Respondent(s) whose proposal is most advantageous to County, taking into consideration the applicable evaluation criteria set forth below, listed in a random order of importance:

- Approach and understanding of Scope of Work
- Technical expertise and qualifications
- Company Experience
- Cost Proposal

All timely submitted proposals will be initially evaluated to determine whether the proposal meets the RFP minimum qualifications stated in Section II, Part A. Minimum Qualifications.

Proposals deemed to meet all RFP minimum qualifications will be scored by based on established criteria, which have been weighted, and will be assigned points that measure the responsiveness to each identified criterion. The total number of points earned will be tallied for each proposal, and the proposals will be rank ordered, based upon Respondent(s)' submitted written materials.

The evaluation process may be conducted in two phases, based on the evaluation committee's decision. The decision whether to conduct two phases rests solely with County and the decision is final. If the evaluation committee decides to do two phases, Phase I will be an evaluation of the written proposal based on the evaluation criteria for all Respondents and Phase II will be an evaluation of an oral presentation based on some or all of the evaluation criteria for only the highest-rated Respondents in Phase I invited to participate in Phase II. The evaluation committee has the right to determine the number of Respondent(s) who would participate in Phase II.

Phase I: Written proposals will be evaluated solely on the quality of the responses to all questions and requirements of this RFP using the evaluation criteria above.

Phase II: If County elects to proceed with Phase II, the selected highest-rated Respondents must be prepared to make their oral presentation **virtually via Microsoft Teams video conferencing** within five (5) business days after notification. Respondents must be prepared to discuss all aspects of their proposal in detail, including technical questions. Respondents will not be allowed to alter or amend their Proposal through the use of the presentation process.

If the evaluation committee decides not to request oral presentations, the written proposals in Phase I shall account for 100% of the total score for all Respondents.

If the evaluation committee decides to request oral presentations, the total score shall be as follows;

- Written Proposal in Phase I: 60%
- Oral Interview in Phase II: 40%

Please note that the Respondents that County elects not to invite to participate in Phase II will not have a total score.

Respondent agrees that the submission of a proposal is permission by Respondent for County to verify all information contained therein. If County believes it necessary, additional information may be requested from Respondent. Failure to comply with any such request may disqualify a Respondent from further consideration.

F. SELECTION/AWARD PROCESS

Upon the completion of the evaluation process, the Evaluation Committee will make a recommendation for award to County DPA. Final award determination shall be subject to reference checks and past performance and may be subject to approval(s) by County Board of Supervisors. In addition, County reserves the right to verify and validate any information prior to Contract Award and during the entire term of Contract.

The Model Contract contained in Section III of this RFP is Contract proposed for execution. It may be modified to incorporate negotiated items and other pertinent terms and conditions set forth in this RFP, including special conditions and requirements and those added by addendum, necessary attachments, and to reflect Respondent's Proposal and qualifications. Any additional exceptions to the terms and conditions made by any Respondent after submission of its Proposal may result in elimination from further consideration.

Negotiations may or may not be conducted with the finalist(s); therefore, the Proposal submitted should contain Respondent(s) most favorable terms and conditions, since the selection and award may be made without further discussion or need for clarification. Any exceptions to the terms and conditions of the proposed Contract or the statements regarding Respondent(s) inability to comply with any of the provisions thereof are to be declared in Respondent(s) proposal: Section II entitled Proposal Response Requirements. Any additional exceptions to the terms and conditions made by any Respondent(s) after submission of its proposal may result in elimination from further consideration.

If a satisfactory Contract cannot be negotiated in a timely manner, County, in its sole discretion, may terminate negotiations with the selected Respondent and begin negotiations with next Respondent.

G. DEPARTMENT OF THE TREASURY, INTERNAL REVENUE SERVICE FORM W-9 REQUIREMENTS

Effective June 3, 2006, all Contractors, entering into a Contract with County, who are not already established in Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to County a federal Form W-9, or form W-8 for foreign vendors. County will inform Contractor, at the time of award, if the Form W-9 or W-8 will be required.

In order to comply with this County requirement, within ten (10) days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to Contract administrator, DPA, or the agency/department deputy purchasing agent the required W-9 or W-8.

H. COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) PREFERENCE POLICIES:

- A. **OCLSB:** Effective January 1, 2020, County of Orange Board of Supervisors adopted the OCLSB Preference policy. Implementation of the OCLSB Preference policy supports local businesses, the local economy and the development of the County's tax base.

To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

- (1) Local Business requirements:
a. maintains their principal center of operations (i.e. headquarters) within Orange County, and;

b. has:

- i. a business address located in the County of Orange that is not a post office box, or
- ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

(2) Small Business Requirements:

- a. must be certified as a Small Business by the State of California Department of General Services (DGS); and,
- b. DGS Small Business requirements must be valid at the time of bid/proposal submittal.

B. **DVBE:** Effective January 1, 2021, County of Orange Board of Supervisors adopted the DVBE Preference policy. The DVBE Preference policy supports local business opportunity, economy and the development of the County's tax base, and in addition recognizes the service and sacrifice given by the men and women of our Armed Forces.

To be certified as a Disabled Veteran Business Enterprise by the County of Orange, a business shall meet (1) below:

(1) Disabled Veteran Business Enterprise Requirements:

- a. must be certified as a DVBE by the State of California Department of General Services (DGS); and,
- b. DGS DVBE requirements must be valid at the time of bid/proposal submittal.

To participate as an OCLSB and/or DVBE please read and follow the process outlined in EXHIBIT I - COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) AND DISABLED VETERAN BUSINESS ENTERPRISE (DVBE) CERTIFICATION REQUIREMENTS

SECTION II

PROPOSAL RESPONSE REQUIREMENTS

SECTION II: PROPOSAL RESPONSE REQUIREMENTS

Proposals must be prepared simply and economically, providing a straightforward, concise description of capabilities to satisfy the requirements of this RFP. Emphasis should be on completeness and clarity of content with sufficient detail to allow for accurate evaluation and comparative analysis.

Proposals must be electronically organized into three (3) sections and must be indexed in the order outlined below. List questions and your responses and/or attachments as numbered and listed within each section.

- **Part 1 – Signed Documents**
- **Part 2 – Company Information**
- **Part 3 – Respondent’s Proposal**

Minimum Qualifications Requirements

The following is the criteria for a Respondent to be considered as an eligible candidate submitting a proposal on the requested services described in this RFP.

Respondent must meet all of the following minimum requirements:

1. Respondent must demonstrate a minimum of 5 years’ experience building and maintaining client GIS tree inventories in geodatabase format. Inventories must include recommended maintenance cycles, work history, tree health/condition, height, and diameter. Respondent shall satisfy this requirement by providing a statement of software used.
2. Respondent must provide at least three (3) references from client(s) comparable to the County of Orange for which these services have been performed within the last five (5) years..
3. Respondent must provide proof of the following active licenses and certifications below, which will be require under proposed contract.

California State Contractors License Board (CSLB)

- License C27: Landscaping Contractor
- License C61: Limited Specialty
- License D49: Tree Service Contractor

International Society of Arboriculture (ISA) Certification or equivalent

- ISA Certified Arborist®
- ISA Certified Tree Worker/Climber Specialist®

California Department of Pesticide Regulation

- Agricultural Pest Control Adviser (PCA)
- **Qualified Applicator Certificate**

PART 1
SIGNED DOCUMENTS

(Complete this Section and submit as Part 1 in first section of Proposal)

1. COVER PAGE

All Proposals must be accompanied by a cover letter of introduction and executive summary of Proposal. The cover letter must be signed by person(s) with authority to bind Respondent. If Respondent is a corporation, then signatures of two specific corporate officers are required for the cover letter and all required signatures throughout this RFP. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other documentation demonstrating the legal authority of the signatory to bind the corporation. An unsigned Proposal or failure to comply with the corporate signature requirements, if applicable, is grounds for rejection and disqualification from further participation in this RFP process. All Proposals shall include in this first organized section, the cover page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

2. VALIDITY OF PROPOSAL

County requires that all Proposals be valid for at least three hundred sixty-five (365) days from this RFP's closing date. Proposals which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection. Please state below for how long this Proposal will be valid.

Respondent hereby certifies that Respondent's Proposal is valid for three hundred sixty-five (365) days from the RFP Closing Date.

Validity of Response (in days)

(Signature required)

3. CERTIFICATION OF UNDERSTANDING

County assumes no responsibility for any understanding of the Respondent or representation made by any of its' County's officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

- A. Such understanding or representations are expressly stated in Contract; and
- B. Contract expressly provides that County assumes the responsibility

By signing below, Respondent certifies that such understanding has been considered in this Proposal.

(Signature required)

4. **MINIMUM QUALIFICATIONS STATEMENT**

Respondent hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP, Section II.

(Signature required)

5. **CERTIFICATE OF INSURANCE**

Respondent hereby certifies Respondent's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III: Model Contract, Article O by signing below.

(Signature required)

If Respondent takes any exceptions to Article (O) - Insurance Provisions, as set forth in Section III, Model Contract, please see 9, Statement of Compliance below.

6. **CONFLICT OF INTEREST**

Respondent must certify either A or B by signing below:

A. Respondent certifies current/past financial, business or other personal relationships(s) with County exist/existed as follows:

- i. Disclose any financial, business or other relationship with County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of Contract for the services you propose to provide.

(Signature required)

OR

B. Respondent certifies that no relationships exist/existed as outlined in item A above.

(Signature required)

*Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority for Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency.

7. **LITIGATION:**

Respondent must certify either A or B by signing below:

A. Respondent certifies current/past litigation as follows:

- Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against County of Orange in the past seven (7) years.
- Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against County of Orange in the past seven (7) years.

(Signature required)

OR

B. Respondent certifies that Respondent or any proposed subcontractors do not have any past or current litigation.

(Signature required)

8. **NAME/OWNERSHIP CHANGES:**

Respondent must certify either A or B by signing below:

A. Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:

- Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.
- Respondent shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.

(Signature required)

OR

B. Respondent certifies that Respondent or any proposed subcontractors have not had any company name change or ownership changes in the past seven (7) years.

(Signature required)

9. STATEMENT OF COMPLIANCE

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Respondent hereby certifies (**Respondent must certify either A or B by signing below**):

A. This Respondent is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits and no exceptions are proposed.

(Signature required)

OR

B. This Respondent is in strict compliance with this RFP, including the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

(Signature required)

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include:

1. The complete provision Respondent is taking exception to
2. The RFP page number and section of the provision Respondent is taking exception to
3. The suggested rewording by way of track changes (Microsoft Word Format)
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

PART 2:
COMPANY INFORMATION

(Complete this form and submit as Part 2 in the second section of Proposal)

Company Legal Name: _____

Company Legal Status (corporation, partnership, etc.): _____

Business Address: _____

Website Address: _____

Telephone Number: () _____ Fax Number: () _____

E-mail Address: _____

Length of time the firm has been in business providing proposed services: _____

Length of time at current location: _____

Is your firm a sole proprietorship doing business under a different name: _____ Yes _____ No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: _____ Yes _____ No If yes, State of Incorporation: _____

Federal Taxpayer ID Number: _____ *D-U-N-S® No.: _____

*County requires a valid D-U-N-S® number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S® number, please indicate so in your proposal/ Bid submission response.

Regular business hours: _____

Regular holidays and hours when business is closed: _____

Contact person in reference to this RFP: _____

Telephone Number: () _____ Fax Number: () _____

Email Address: _____ Mobile Number: () _____

Contact person for Accounts Payable: _____

Telephone Number: () _____ Fax Number: () _____

E Email Address: _____ Mobile Number: () _____

Name of Project Manager: _____

Telephone Number: () _____ Fax Number: () _____

Email Address: _____ Mobile Number: () _____

Mobile Number: () _____

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours: _____

Telephone Number: () _____ Fax Number: () _____

Email Address: _____ Mobile Number: () _____

PART 3:
RESPONDENT'S PROPOSAL

(Complete this section and submit as Part 3 in the third section of Proposal)

A. Approach and understanding of Scope of Work

Please provide a brief synopsis of the Respondent(s) understanding of County's needs and how the Respondent plans to meet these needs. This should provide a broad understanding of the Respondent's entire Proposal. It should also include a statement that the Respondent will provide all of the services included in Section III, Attachment A, "Scope of Work."

B. Technical expertise and qualifications:

Please provide the following:

1. Employee roster indicating classification, arborist and other certifications
 - a. Number of crews available for bulk of annual tree trimming (Oct. - March)
2. In house Pest Control Advisor and Qualified Applicators - provide records
 - a. In house capability to meet OC Parks tree pest treatment needs - provide records
3. In house GIS capabilities
 - a. GIS functionality with newest version of ESRI ArcGIS
 - b. GIS feature class and attributes to meet OC Parks needs
 - c. GIS mobile app or GIS mobile web capabilities with offline maps, indicate Android/iOS
 - d. Provide mobile GIS access to OC Parks staff and consultants
4. Licenses and Certifications for company and company employees:
 - a. California State Contractors License Board (CSLB)
 - License C27: Landscaping Contractor
 - License C61: Limited Specialty
 - License D49: Tree Service Contractor
 - b. International Society of Arboriculture (ISA) Certification or equivalent
 - ISA Certified Arborist®
 - ISA Certified Tree Worker/Climber Specialist®
 - c. California Department of Pesticide Regulation
 - Agricultural Pest Control Adviser (PCA)
 - **Qualified Applicator Certificate**

C. Company experience:

Respondent(s) shall provide information regarding your organization, including a short description of the experience in providing tree maintenance and management services for regional, large public recreation parks, or private industry of similar size and scope, length of time in business and company size.

Respondent(s) shall include both private and public sector work and the following information:

- Name and address of location
- Client name and reference contact information
- Brief description of services provided
- Length of time services were provided

D. Cost Proposal:

Respondents are to complete and submit Attachment C, Cost Proposal of the Model Contract (See Section III of RFP).

E. County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Preference Policies :

To participate as an OCLSB and/or Disabled Veteran Business Enterprise (DVBE), Respondent(s) shall read and follow the process outlined on Exhibit 1- County of Orange Local Small Business (OCLSB) and Disabled Veteran Business Enterprise (DVBE) Certification Requirements.

SECTION III

MODEL CONTRACT

MODEL CONTRACT MA-012-XXXXXXXX
BETWEEN
COUNTY OF ORANGE, OC COMMUNITY RESOURCES
AND
TBD
FOR
TREE CARE AND MAINTENANCE SERVICES

This Contract TBD for Tree Care and Maintenance Services, hereinafter referred to as "Contract" is made and entered into as of the date fully executed by and between the County of Orange, a political subdivision of the State of California on behalf of OC Community Resources, OC Parks hereinafter referred to as "County" and TBD, with a place of business at TBD, hereinafter referred to as "Contractor", with County and Contractor sometimes individually referred to as "Party", or collectively referred to as "Parties".

ATTACHMENTS

This Contract is comprised of this document and the following Attachments, which are attached hereto and incorporated by reference into this Contract:

Attachment A – Scope of Work
Attachment B – Payment and Compensation
Attachment C – Cost Proposal
Attachment D – Staffing Plan

RECITALS

WHEREAS, County solicited Contract for Tree Care and Maintenance Services as set forth herein, and Contractor responded and represented that it is qualified to provide Tree Care and Maintenance Services to the County as further set forth here; and

WHEREAS, Contractor agrees to provide Tree Care and Maintenance Services to the County as further set forth in the Scope of Work, attached hereto as Attachment A; and

WHEREAS, County agrees to pay Contractor based on the schedule of fees set forth in Payment and Compensation, attached hereto as Attachment B; and

WHEREAS, the Orange County Board of Supervisors has authorized the Purchasing Agent or designee to enter into a contract for Tree Care and Maintenance Services with Contractor; and

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. General Terms and Conditions:

- A. **Governing Law and Venue:** This Contract has been negotiated and executed in the state of California and shall be governed by and construed under the laws of the state of California. In the event of any legal action to enforce or interpret this Contract, the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California, and the parties hereto agree to and do hereby submit to the jurisdiction of such court, notwithstanding Code of Civil

Procedure Section 394. Furthermore, the parties specifically agree to waive any and all rights to request that an action be transferred for adjudication to another county.

- B. **Entire Contract:** This Contract contains the entire Contract between the parties with respect to the matters herein, and there are no restrictions, promises, warranties or undertakings other than those set forth herein or referred to herein. No exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing. Electronic acceptance of any additional terms, conditions or supplemental Contracts by any County employee or agent, including but not limited to installers of software, shall not be valid or binding on County unless accepted in writing by County's Purchasing Agent or designee.
- C. **Amendments:** No alteration or variation of the terms of this Contract shall be valid unless made in writing and signed by the parties; no oral understanding or agreement not incorporated herein shall be binding on either of the parties; and no exceptions, alternatives, substitutes or revisions are valid or binding on County unless authorized by County in writing.
- D. **Taxes:** Unless otherwise provided herein or by law, price quoted does not include California state sales or use tax. Out-of-state Contractors shall indicate California Board of Equalization permit number and sales permit number on invoices, if California sales tax is added and collectable. If no permit numbers are shown, sales tax will be deducted from payment. The Auditor-Controller will then pay use tax directly to the State of California in lieu of payment of sales tax to Contractor.
- E. **Delivery:** Time of delivery of commodities and services is of the essence in this Contract. County reserves the right to refuse any commodities and services and to cancel all or any part of the commodities not conforming to applicable specifications, drawings, samples or descriptions or services that do not conform to the prescribed scope of work. Acceptance of any part of the order for commodities shall not bind County to accept future shipments nor deprive it of the right to return commodities already accepted at Contractor's expense. Over shipments and under shipments of commodities shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all commodities or services have actually been received and accepted in writing by County.
- F. **Acceptance Payment:** Unless otherwise agreed to in writing by County, 1) acceptance shall not be deemed complete unless in writing and until all the commodities/services have actually been received, inspected, and tested to the satisfaction of County, and 2) payment shall be made in arrears after satisfactory acceptance.
- G. **Warranty:** Contractor expressly warrants that the commodities covered by this Contract are 1) free of liens or encumbrances, 2) merchantable and good for the ordinary purposes for which they are used, and 3) fit for the particular purpose for which they are intended. Acceptance of this order shall constitute an agreement upon Contractor's part to indemnify, defend and hold County and its indemnities as identified in paragraph "Z" below, and as more fully described in paragraph "Z," harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or sustained by County by reason of the failure of the commodities/services to conform to such warranties, faulty work performance, negligent or unlawful acts, and non-compliance with any applicable state or federal codes, ordinances, orders, or statutes, including the Occupational Safety and Health Act (OSHA) and the California Industrial Safety Act. Such remedies shall be in addition to any other remedies provided by law.
- H. **Patent/Copyright Materials/Proprietary Infringement:** Unless otherwise expressly provided in this Contract, Contractor shall be solely responsible for clearing the right to use any patented or copyrighted materials in the performance of this Contract. Contractor warrants that any software

as modified through services provided hereunder will not infringe upon or violate any patent, proprietary right, or trade secret right of any third party. Contractor agrees that, in accordance with the more specific requirement contained in paragraph "Z" below, it shall indemnify, defend and hold County and County Indemnitees harmless from any and all such claims and be responsible for payment of all costs, damages, penalties and expenses related to or arising from such claim(s), including, costs and expenses but not including attorney's fees.

- I. **Assignment:** The terms, covenants, and conditions contained herein shall apply to and bind the heirs, successors, executors, administrators and assigns of the parties. Furthermore, neither the performance of this Contract nor any portion thereof may be assigned by Contractor without the express written consent of County. Any attempt by Contractor to assign the performance or any portion thereof of this Contract without the express written consent of County shall be invalid and shall constitute a breach of this Contract.
- J. **Non-Discrimination:** In the performance of this Contract, Contractor agrees that it will comply with the requirements of Section 1735 of the California Labor Code and not engage nor permit any subcontractors to engage in discrimination in employment of persons because of the race, religious creed, color, national origin, ancestry, physical disability, mental disability, medical condition, marital status, or sex of such persons. Contractor acknowledges that a violation of this provision shall subject Contractor to penalties pursuant to Section 1741 of the California Labor Code.
- K. **Termination:** In addition to any other remedies or rights it may have by law, County has the right to immediately terminate this Contract without penalty for cause or after 30 days' written notice without cause, unless otherwise specified. Cause shall be defined as any material breach of contract, any misrepresentation or fraud on the part of Contractor. Exercise by County of its right to terminate Contract shall relieve County of all further obligation.
- L. **Consent to Breach Not Waiver:** No term or provision of this Contract shall be deemed waived and no breach excused, unless such waiver or consent shall be in writing and signed by the party claimed to have waived or consented. Any consent by any party to, or waiver of, a breach by the other, whether express or implied, shall not constitute consent to, waiver of, or excuse for any other different or subsequent breach.
- M. **Independent Contractor:** Contractor shall be considered an independent contractor and neither Contractor, its employees, nor anyone working under Contractor shall be considered an agent or an employee of County. Neither Contractor, its employees nor anyone working under Contractor shall qualify for workers' compensation or other fringe benefits of any kind through County.
- N. **Performance Warranty:** Contractor shall warrant all work under this Contract, taking necessary steps and precautions to perform the work to County's satisfaction. Contractor shall be responsible for the professional quality, technical assurance, timely completion and coordination of all documentation and other commodities/services furnished by Contractor under this Contract. Contractor shall perform all work diligently, carefully, and in a good and workmanlike manner; shall furnish all necessary labor, supervision, machinery, equipment, materials, and supplies, shall at its sole expense obtain and maintain all permits and licenses required by public authorities, including those of County required in its governmental capacity, in connection with performance of the work. If permitted to subcontract, Contractor shall be fully responsible for all work performed by subcontractors.
- O. **Insurance:** Prior to the provision of services under this contract, Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy County that the insurance provisions of this contract have been complied

with. Contractor agrees to keep such insurance coverage, Certificates of Insurance, and endorsements on deposit with County during the entire term of this contract. In addition, all subcontractors performing work on behalf of Contractor pursuant to this contract shall obtain insurance subject to the same terms and conditions as set forth herein for Contractor.

Contractor shall ensure that all subcontractors performing work on behalf of Contractor pursuant to this contract shall be covered under Contractor's insurance as an Additional Insured or maintain insurance subject to the same terms and conditions as set forth herein for Contractor. Contractor shall not allow subcontractors to work if subcontractors have less than the level of coverage required by County from Contractor under this contract. It is the obligation of Contractor to provide notice of the insurance requirements to every subcontractor, and to receive proof of insurance prior to allowing any subcontractor to begin work. Such proof of insurance must be maintained by Contractor through the entirety of this contract for inspection by County representative(s) at any reasonable time.

All self-insured retentions (SIRs) shall be clearly stated on the Certificate of Insurance. Any self-insured retention (SIR) in an amount in excess of Fifty Thousand Dollars (\$50,000) shall specifically be approved by County's Risk Manager, or designee, upon review of Contractor's current audited financial report. If Contractor's SIR is approved, Contractor, in addition to, and without limitation of, any other indemnity provision(s) in this Contract, agrees to all of the following:

1. In addition to the duty to indemnify and hold County harmless against any and all liability, claim, demand or suit resulting from Contractor's, its agents, employee's or subcontractor's performance of this Contract, Contractor shall defend County at its sole cost and expense with counsel approved by Board of Supervisors against same; and
2. Contractor's duty to defend, as stated above, shall be absolute and irrespective of any duty to indemnify or hold harmless; and
3. The provisions of California Civil Code Section 2860 shall apply to any and all actions to which the duty to defend stated above applies, and Contractor's SIR provision shall be interpreted as though Contractor was an insurer and County was the insured.

If Contractor fails to maintain insurance acceptable to County for the full term of this contract, County may terminate this contract.

Qualified Insurer

The policy or policies of insurance must be issued by an insurer with a minimum rating of A- (Secure A.M. Best's Rating) and VIII (Financial Size Category as determined by the most current edition of the **Best's Key Rating Guide/Property-Casualty/United Statesor ambest.com**). It is preferred, but not mandatory, that the insurer be licensed to do business in the State of California (California Admitted Carrier).

If the insurance carrier does not have an A.M. Best Rating of A-/VIII, the CEO/Office of Risk Management retains the right to approve or reject a carrier after a review of the company's performance and financial ratings.

The policy or policies of insurance maintained by Contractor shall provide the minimum limits and coverage as set forth below:

Coverage	Minimum Limits
Commercial General Liability	\$1,000,000 per occurrence
	\$2,000,000 aggregate
Automobile Liability including coverage for owned, non-owned and hired vehicles	\$1,000,000 per occurrence
Workers' Compensation	Statutory
Employers' Liability Insurance	\$1,000,000 per occurrence

Required Coverage Forms

The Commercial General Liability coverage shall be written on Insurance Services Office (ISO) form CG 00 01, or a substitute form providing liability coverage at least as broad.

The Business Auto Liability coverage shall be written on ISO form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing liability coverage as broad.

Required Endorsements

The Commercial General Liability policy shall contain the following endorsements, which shall accompany the Certificate of Insurance:

1. An Additional Insured endorsement using ISO form CG 20 26 04 13 or a form at least as broad naming ***County of Orange, its elected and appointed officials, officers, employees and agents*** as Additional Insureds, or provide blanket coverage, which will state ***As Required By Written Contract***.
2. A primary non-contributing endorsement using ISO Form CG 20 01 04 13, or a form at least as broad evidencing that Contractor's insurance is primary and any insurance or self-insurance maintained by County of Orange shall be excess and non-contributing.

The Workers' Compensation policy shall contain a waiver of subrogation endorsement waiving all rights of subrogation against ***County of Orange, its elected and appointed officials, officers, employees and agents***, or provide blanket coverage, which will state ***As Required By Written Contract***.

All insurance policies required by this contract shall waive all rights of subrogation against County of Orange, its elected and appointed officials, officers, employees and agents when acting within the scope of their appointment or employment.

Contractor shall notify County in writing within thirty (30) days of any policy cancellation and ten (10) days for non-payment of premium and provide a copy of the cancellation notice to County. Failure to provide written notice of cancellation may constitute a material breach of Contract, upon which County may suspend or terminate this contract.

The Commercial General Liability policy shall contain a severability of interests clause, also known as a "separation of insureds" clause (standard in the ISO CG 001 policy).

Insurance certificates should be forwarded to the agency/department address listed on the solicitation.

If Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Purchasing or the agency/department purchasing division, award may be made to the next qualified vendor.

County expressly retains the right to require Contractor to increase or decrease insurance of any of the above insurance types throughout the term of this contract. Any increase or decrease in insurance will be as deemed by County of Orange Risk Manager as appropriate to adequately protect County.

County shall notify Contractor in writing of changes in the insurance requirements. If Contractor does not deposit copies of acceptable Certificates of Insurance and endorsements with County incorporating such changes within thirty (30) days of receipt of such notice, this contract may be in breach without further notice to Contractor, and County shall be entitled to all legal remedies.

The procuring of such required policy or policies of insurance shall not be construed to limit Contractor's liability hereunder nor to fulfill the indemnification provisions and requirements of this contract, nor act in any way to reduce the policy coverage and limits available from the insurer.

- P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.
- Q. **Change of Ownership/Name, Litigation Status, Conflicts with County Interests:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and County agrees to an assignment of Contract, the new owners shall be required under the terms of sale or other instruments of transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of County.

County reserves the right to immediately terminate Contract in the event County determines that the assignee is not qualified or is otherwise unacceptable to County for the provision of services under Contract.

In addition, Contractor has the duty to notify County in writing of any change in Contractor's status with respect to name changes that do not require an assignment of Contract. Contractor is also obligated to notify County in writing if Contractor becomes a party to any litigation against County, or a party to litigation that may reasonably affect Contractor's performance under Contract, as well as any potential conflicts of interest between Contractor and County that may arise prior to or during the period of Contract performance. While Contractor will be required to provide this information without prompting from County any time there is a change in Contractor's name, conflict of interest or litigation status, Contractor must also provide an update to County of its status in these areas whenever requested by County.

Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with County interests. In addition to Contractor, this obligation shall apply to Contractor's employees, agents, and subcontractors associated with the provision of goods and services provided under this Contract. Contractor's efforts shall include, but not be limited to establishing rules and procedures preventing its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers in the performance of their duties.

- R. **Force Majeure:** Contractor shall not be assessed with liquidated damages or unsatisfactory performance penalties during any delay beyond the time named for the performance of this Contract caused by any act of God, war, civil disorder, employment strike or other cause beyond

its reasonable control, provided Contractor gives written notice of the cause of the delay to County within 36 hours of the start of the delay and Contractor avails himself of any available remedies.

- S. **Confidentiality:** Contractor agrees to maintain the confidentiality of all County and County-related records and information pursuant to all statutory laws relating to privacy and confidentiality that currently exist or exist at any time during the term of this Contract. All such records and information shall be considered confidential and kept confidential by Contractor and Contractor's staff, agents and employees.
- T. **Compliance with Laws:** Contractor represents and warrants that services to be provided under this Contract shall fully comply, at Contractor's expense, with all standards, laws, statutes, restrictions, ordinances, requirements, and regulations (collectively "laws"), including, but not limited to those issued by County in its governmental capacity and all other laws applicable to the services at the time services are provided to and accepted by County. Contractor acknowledges that County is relying on Contractor to ensure such compliance, and pursuant to the requirements of paragraph "Z" below, Contractor agrees that it shall defend, indemnify and hold County and County INDEMNITEES harmless from all liability, damages, costs and expenses arising from or related to a violation of such laws.
- U. **Freight:** Prior to County's express acceptance of delivery of products. Contractor assumes full responsibility for all transportation, transportation scheduling, packing, handling, insurance, and other services associated with delivery of all products deemed necessary under this Contract.
- V. **Severability:** If any term, covenant, condition or provision of this Contract is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions hereof shall remain in full force and effect and shall in no way be affected, impaired or invalidated thereby.
- W. **Attorney Fees:** In any action or proceeding to enforce or interpret any provision of this Contract, each party shall bear their own attorney's fees, costs and expenses.
- X. **Interpretation:** This Contract has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with in this Contract. In addition, each party had been represented by experienced and knowledgeable independent legal counsel of their own choosing or has knowingly declined to seek such counsel despite being encouraged and given the opportunity to do so. Each party further acknowledges that they have not been influenced to any extent whatsoever in executing this Contract by any other party hereto or by any person representing them, or both. Accordingly, any rule or law (including California Civil Code Section 1654) or legal decision that would require interpretation of any ambiguities in this Contract against the party that has drafted it is not applicable and is waived. The provisions of this Contract shall be interpreted in a reasonable manner to effect the purpose of the parties and this Contract.
- Y. **Employee Eligibility Verification:** Contractor warrants that it fully complies with all Federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirement set forth in Federal statutes and regulations. Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by Federal or State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, 8 U.S.C. §1324 et seq., as they currently exist and as they may be hereafter amended. Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. Contractor shall indemnify, defend with counsel

approved in writing by County, and hold harmless, County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against Contractor or County or both in connection with any alleged violation of any Federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

Z. **Indemnification:** Contractor agrees to indemnify, defend with counsel approved in writing by County, and hold County, its elected and appointed officials, officers, employees, agents and those special districts and agencies which County's Board of Supervisors acts as the governing Board ("County Indemnitees") harmless from any claims, demands or liability of any kind or nature, including but not limited to personal injury or property damage, arising from or related to the services, products or other performance provided by Contractor pursuant to this Contract. If judgment is entered against Contractor and County by a court of competent jurisdiction because of the concurrent active negligence of County or County Indemnitees, Contractor and County agree that liability will be apportioned as determined by the court. Neither party shall request a jury apportionment.

AA. **Audits/Inspections:** Contractor agrees to permit County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by County) access during normal working hours to all books, accounts, records, reports, files, financial records, supporting documentation, including payroll and accounts payable/receivable records, and other papers or property of Contractor for the purpose of auditing or inspecting any aspect of performance under this Contract. The inspection and/or audit will be confined to those matters connected with the performance of Contract including, but not limited to, the costs of administering Contract. County will provide reasonable notice of such an audit or inspection.

County reserves the right to audit and verify Contractor's records before final payment is made.

Contractor agrees to maintain such records for possible audit for a minimum of three years after final payment, unless a longer period of records retention is stipulated under this Contract or by law. Contractor agrees to allow interviews of any employees or others who might reasonably have information related to such records. Further, Contractor agrees to include a similar right to County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should Contractor cease to exist as a legal entity, Contractor's records pertaining to this Contract shall be forwarded to County's project manager.

BB. **Contingency of Funds:** Contractor acknowledges that funding or portions of funding for this Contract may be contingent upon state budget approval; receipt of funds from, and/or obligation of funds by, the state of California to County; and inclusion of sufficient funding for the services hereunder in the budget approved by County's Board of Supervisors for each fiscal year covered by this Contract. If such approval, funding or appropriations are not forthcoming, or are otherwise limited, County may immediately terminate or modify this Contract without penalty.

CC. **Expenditure Limit:** Contractor shall notify County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against Contract reach 75 percent of the dollar limit on Contract. County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on Contract unless a change order to cover those costs has been issued.

Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies Contractual terms and conditions by which County

will procure Tree Care and Maintenance Services from Contractor as further detailed in the Scope of Work, identified and incorporated herein by this reference as "Attachment A".

2. **Term of Contract:** This Contract shall commence on September 1, 2021, upon execution of all necessary signatures and approval by the Orange County Board of Supervisors, and continue for three (3) years, unless otherwise terminated by County. This contract may be renewed upon mutual concurrence for two (2) additional one year periods. Renewal(s) may require Board approval.
3. **Breach of Contract:** The failure of Contractor to comply with any of the provisions, covenants or conditions of this Contract shall be a material breach of this Contract. In such event County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
 - a. Terminate Contract immediately, pursuant to Section K herein;
 - b. Afford Contractor written notice of the breach and ten (10) calendar days or such shorter time that may be specified in this Contract within which to cure the breach;
 - c. Discontinue payment to the Contractor for and during the period in which Contractor is in breach; and
 - d. Offset against any monies billed by Contractor but yet unpaid by County those monies disallowed pursuant to the above.
4. **Civil Rights:** Contractor attests that services provided shall be in accordance with the provisions of Title VI and Title VII of the Civil Rights Act of 1964, as amended, Section 504 of the Rehabilitation Act of 1973, as amended; the Age Discrimination Act of 1975 as amended; Title II of the Americans with Disabilities Act of 1990, and other applicable State and federal laws and regulations prohibiting discrimination on the basis of race, color, national origin, ethnic group identification, age, religion, marital status, sex or disability.
5. **Conflict of Interest – Contractor’s Personnel:** Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of County. This obligation shall apply to Contractor; Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. Contractor’s efforts shall include, but not be limited to establishing precautions to prevent its employees, agents, and subcontractors from providing or offering gifts, entertainment, payments, loans or other considerations which could be deemed to influence or appear to influence County staff or elected officers from acting in the best interests of County.
6. **Conflict of Interest – County Personnel:** County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
7. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by County and shall not be changed without the written consent of County’s Project Manager, which consent shall not be unreasonably withheld.

Contractor’s Project Manager shall be assigned to this project for the duration of Contract and shall diligently pursue all work and services to meet the project time lines. County’s Project Manager shall have the right to require the removal and replacement of Contractor’s Project

Manager from providing services to County under this Contract. County's Project manager shall notify Contractor in writing of such action. Contractor shall accomplish the removal within five (5) business days after written notice by County's Project Manager. County's Project Manager shall review and approve the appointment of the replacement for Contractor's Project Manager. County is not required to provide any additional information, reason or rationale in the event it requires the removal of Contractor's Project Manager from providing further services under Contract.

8. **Contractor Personnel – Reference Checks:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to adequately perform the work under this Contract. Contractor's employees assigned to this project must meet character standards as demonstrated by background investigation and reference checks, coordinated by the agency/department issuing this Contract.
9. **Contractor Personnel – Uniform/Badges/Identification:** Contractor warrants that all persons employed to provide service under this Contract have satisfactory past work records indicating their ability to accept the kind of responsibility under this Contract.

All Contractor's employees shall be required to wear uniforms, badges, or other means of identification which are to be furnished by Contractor and must be worn at all times while working on County property. The assigned Deputy Purchasing Agent must be notified in writing, within seven (7) days of notification of award of Contract of the uniform and/or badges and/or other identification to be worn by employees prior to beginning work and notified in writing seven (7) days prior to any changes in this procedure.

10. **Contractor's Records:** Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by Contractor in accordance with generally accepted accounting principles. These records shall be stored in Orange County for a period of three (3) years after final payment is received from County. Storage of records in another county will require written approval from County of Orange assigned Deputy Purchasing Agent.
11. **Conditions Affecting Work:** Contractor shall be responsible for taking all steps reasonably necessary to ascertain the nature and location of the work to be performed under this Contract and to know the general conditions which can affect the work or the cost thereof. Any failure by Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to County. County assumes no responsibility for any understanding or representations concerning the nature, location(s) or general conditions made by any of its officers or agents prior to the execution of this Contract, unless such understanding or representations by County are expressly stated in Contract.
12. **Cooperative Contract:** The provisions and pricing of this Contract will be extended to other California local or state governmental entities. Governmental entities wishing to use this Contract will be responsible for issuing their own purchase documents/price agreements, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another agency or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless County of Orange from all claims, demands, actions or causes of actions of every kind resulting directly or indirectly, arising out of, or in any way connected with the use of this contract. Failure to do so will be considered a material breach of this Contract and grounds for immediate Contract termination. The cooperative entities are responsible for obtaining all certificates of insurance and bonds required. Contractor is responsible for providing each cooperative entity a copy of Contract upon request by the cooperative entity. County of Orange makes no guarantee of usage by other users of this Contract.

Contractor shall be required to maintain a list of the cooperative entities using this Contract. The list shall report dollar volumes spent annually and shall be provided on an annual basis to County, at County's request.

13. **Data – Title To:** All materials, documents, data or information obtained from County data files or any County medium furnished to Contractor in the performance of this Contract will at all times remain the property of County. Such data or information may not be used or copied for direct or indirect use by Contractor after completion or termination of this Contract without the express written consent of County. All materials, documents, data or information, including copies, must be returned to County at the end of this Contract.
14. **Default – Re-Procurement Costs:** In case of Contract breach by Contractor, resulting in termination by County, County may procure the commodities and services from other sources. If the cost for those commodities and services is higher than under the terms of the existing Contract, Contractor will be responsible for paying County the difference between Contract cost and the price paid, and County may deduct this cost from any unpaid balance due Contractor. The price paid by County shall be the prevailing market price at the time such purchase is made. This is in addition to any other remedies available under this Contract and under law.
15. **Disputes – Contract:**
 - a. The parties shall deal in good faith and attempt to resolve potential disputes informally. If the dispute concerning a question of fact arising under the terms of this Contract is not disposed of in a reasonable period of time by Contractor's Project Manager and County's Project Manager, such matter shall be brought to the attention of County Deputy Purchasing Agent by way of the following process:
 - i. Contractor shall submit to the agency/department assigned Deputy Purchasing Agent a written demand for a final decision regarding the disposition of any dispute between the parties arising under, related to, or involving this Contract, unless County, on its own initiative, has already rendered such a final decision.
 - ii. Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to Contract, Contractor shall include with the demand a written statement signed by a senior official indicating that the demand is made in good faith, that the supporting data are accurate and complete, and that the amount requested accurately reflects Contract adjustment for which Contractor believes County is liable.
 - b. Pending the final resolution of any dispute arising under, related to, or involving this Contract, Contractor agrees to diligently proceed with the performance of this Contract, including the delivery of commodities and/or provision of services. Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

Any final decision of County shall be expressly identified as such, shall be in writing, and shall be signed by County Deputy Purchasing Agent or his designee. If County fails to render a decision within 90 days after receipt of Contractor's demand, it shall be deemed a final decision adverse to Contractor's contentions. Nothing in this section shall be construed as affecting County's right to terminate Contract for cause or termination for convenience as stated in section K herein.
16. **Drug-Free Workplace:** Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. Contractor will:

- a. Publish a statement notifying employees that unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited and specifying actions to be taken against employees for violations, as required by Government Code Section 8355(a)(1).
 - b. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
 - i. The dangers of drug abuse in the workplace;
 - ii. The organization's policy of maintaining a drug-free workplace;
 - iii. Any available counseling, rehabilitation and employee assistance programs; and
 - iv. Penalties that may be imposed upon employees for drug abuse violations.
 - c. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
 - i. Will receive a copy of the company's drug-free policy statement; and
 - ii. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.
 - d. Failure to comply with these requirements may result in suspension of payments under Contract or termination of Contract or both, and Contractor may be ineligible for award of any future County contracts if County determines that any of the following has occurred:
 - i. Contractor has made false certification, or
 - ii. Contractor violates the certification by failing to carry out the requirements as noted above.
17. **Equal Employment Opportunity:** Contractor shall comply with U.S. Executive Order 11246 entitled, "Equal Employment Opportunity" as amended by Executive Order 11375 and as supplemented in Department of Labor regulations (41 CFR, Part 60) and applicable state of California regulations as may now exist or be amended in the future. Contractor shall not discriminate against any employee or applicant for employment on the basis of race, color, national origin, ancestry, religion, sex, marital status, political affiliation or physical or mental condition.

Regarding handicapped persons, Contractor will not discriminate against any employee or applicant for employment because of physical or mental handicap in regard to any position for which the employee or applicant for employment is qualified. Contractor agrees to provide equal opportunity to handicapped persons in employment or in advancement in employment or otherwise treat qualified handicapped individuals without discrimination based upon their physical or mental handicaps in all employment practices such as the following: employment, upgrading, promotions, transfers, recruitments, advertising, layoffs, terminations, rate of pay or other forms of compensation, and selection for training, including apprenticeship. Contractor agrees to comply with the provisions of Sections 503 and 504 of the Rehabilitation Act of 1973, as amended, pertaining to prohibition of discrimination against qualified handicapped persons in all programs and/or activities as detailed in regulations signed by the Secretary of the Department of Health and Human Services effective June 3, 1977, and found in the Federal Register, Volume 42, No. 68 dated May 4, 1977, as may now exist or be amended in the future.

Regarding Americans with disabilities, Contractor agrees to comply with applicable provisions of Title 1 of the Americans with Disabilities Act enacted in 1990 as may now exist or be amended in the future.

18. **News/Information Release:** Contractor agrees that it will not issue any news releases in connection with either the award of this Contract or any subsequent amendment of or effort under this Contract without first obtaining review and written approval of said news releases from County through County's Project Manager.
19. **Notices:** Any and all notices, requests demands and other communications contemplated, called for, permitted, or required to be given hereunder shall be in writing with a copy provided to the assigned Deputy Purchasing Agent (DPA), except through the course of the parties' project managers' routine exchange of information and cooperation during the terms of the work and services. Any written communications shall be deemed to have been duly given upon actual in-person delivery, if delivery is by direct hand, or upon delivery on the actual day of receipt or no greater than four (4) calendar days after being mailed by US certified or registered mail, return receipt requested, postage prepaid, whichever occurs first. The date of mailing shall count as the first day. All communications shall be addressed to the appropriate party at the address stated herein or such other address as the parties hereto may designate by written notice from time to time in the manner aforesaid.

Contractor: Company Name: TBD
 Attn:
 Address:
 Telephone:
 Email:

County: OC Community Resources
 Attn:
 Address:
 Telephone:
 Email:
 Email:

Assigned DPA: County of Orange
 OC Community Resources, Purchasing & Contract Services
 Attn: Chad Ward, DPA
 601 North Ross Street
 6th Floor
 Santa Ana, CA 92701
 Telephone: 949-585-6420
 Email:chad.ward@ocparks.com

20. **Precedence:** Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among Contract documents, the order of precedence shall be the provisions of the main body of this Contract, i.e., those provisions set forth in the recitals and articles of this Contract, and then the exhibits and attachments.
21. **Termination – Orderly:** After receipt of a termination notice from County of Orange, Contractor may submit to County a termination claim, if applicable. Such claim shall be submitted promptly, but in no event later than 60 days from the effective date of the termination, unless one or more extensions in writing are granted by County upon written request of Contractor. Upon termination County agrees to pay Contractor for all services performed prior to

termination which meet the requirements of Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in Contract. Upon termination or other expiration of this Contract, each party shall promptly return to the other party all papers, materials, and other properties of the other held by each for purposes of performance of Contract.

22. **Usage:** No guarantee is given by County to Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. Contractor agrees to supply services and/or commodities requested, as needed by County of Orange, at rates/prices listed in Contract, regardless of quantity requested.
23. **Usage Reports:** Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of County of Orange user agency/department. The usage report shall be in a format specified by the user agency/department and shall be submitted 90 days prior to the expiration date of Contract term, or any subsequent renewal term, if applicable.
24. **Safety Data Sheets (SDS):** The Contractor is required to provide a completed Safety Data Sheet (SDS) for each hazardous substance provided to the County under the Contractor's Contract with the County. This includes hazardous substances that are not directly included in the Contract, but are included in the goods or services provided by the Contractor to the County. The provision of the SDSs must be in accordance with the requirements of California Labor Code Sections 6380 through 6399, General Industry Safety Order Section 5194, and Title 8, California Code of Regulations. The SDSs for each substance must be sent to the place of shipment or provision of goods/service.
25. **Permits and Licenses:** Contractor shall be required to obtain any and all approvals, permits and/or licenses which may be required in connection with the permitted operation as set out herein. No permit approval or consent given hereunder by County in its governmental capacity shall affect or limit Contractor's obligations hereunder, nor shall any approvals or consents given by County as a party to this Contract, be deemed approval as to compliance or conformance with applicable governmental codes, laws, ordinances, rules, or regulations.
26. **Prevailing Wage (Labor Code §1773):** Pursuant to the provisions of Section 1773 et seq. of the California Labor Code, Contractor shall comply with the general prevailing rates of per diem wages and the general prevailing rates for holiday and overtime wages in this locality for each craft, classification, or type of worker needed to execute this Contract. The rates are available from the Director of the Department of Industrial Relations at the following website: <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>.

Contractor shall post a copy of such wage rates at the job site and shall pay the adopted prevailing wage rates. Contractor shall comply with the provisions of Sections 1775 and 1813 of the Labor Code.

27. **Labor Code Requirements:**

Contractor and all Subcontractors shall comply with all applicable requirements of the Labor Code throughout the performance of Contract, including but not limited to the following:

27.1 **Wage Rates**

Contractor and any Subcontractor(s) shall comply with the provisions of California Labor Code Sections 1771 et seq. and shall pay workers employed on Contract not less than the

general prevailing rates of per diem wages and holiday and overtime wages as determined by the Director of Industrial Relations. Contractor shall post all job site notices as required by Labor Code Section 1771.4(a), including a copy of these wage rates for each craft, classification, or type of worker needed in the performance of this Contract. Copies of these rates are on file at the principal office of County's representative, or may be obtained from the State Office, Department of Industrial Relations ("DIR") or from the DIR's website at www.dir.ca.gov. If Contract is federally funded, Contractor and any Subcontractor(s) shall not pay less than the higher of these rates or the rates determined by the United States Department of Labor.

27.2 **Wage Rate Penalty**

Contractor and any Subcontractor(s) shall comply with the provisions of Labor Code Section 1775. Contractor and any Subcontractor(s) shall be subject to a penalty in an amount up to \$200, or a higher amount as provided by Section 1775, for each calendar day, or portion thereof, for each worker paid less than the prevailing wage rates for any work done by Contractor or Subcontractor(s) under Contract.

27.3 **Work Hour Penalty**

As provided by Labor Code Section 1810, 8 hours of labor shall constitute a legal day's work, and 40 hours shall constitute a legal week's work. The time of service of any worker employed under Contract shall be restricted to 8 hours during any one calendar day, and 40 hours during any one calendar week, except as provided herein.

Contractor shall forfeit to County \$25, or a higher amount as provided by Labor Code Section 1813, for each worker employed in the performance of this Contract by Contractor or by any Subcontractor(s) for each calendar day during which such worker is required or permitted to work more than the legal day's or week's work, except as provided by Labor Code Section 1815.

27.4 **Registration of Contractors**

Contractor and all Subcontractors must comply with the requirements of Labor Code Section 1771.1(a), pertaining to registration of contractors pursuant to Section 1725.5. Registration and all related requirements of those sections must be maintained throughout the performance of Contract.

27.5 **Payroll Records**

Contractor and any Subcontractor(s) shall comply with the requirements of Labor Code Section 1776. Such compliance includes the obligation to furnish the records specified in Section 1776 directly to the Labor Commissioner in an electronic format, or other format as specified by the Commissioner, in the manner provided by Labor Code Section 1771.4.

The requirements of Labor Code Section 1776 provide in part:

- 27.5.1 Contractor and any Subcontractor(s) performing any portion of the work under this Contract shall keep an accurate record, showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed by Contractor or any Subcontractor(s) in connection with the work.

- 27.5.2 Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating both of the following:
- a. The information contained in the payroll record is true and correct.
 - b. The employer has complied with the requirements of Labor Code Sections 1771, 1811, and 1815 for any work performed by his or her employees in connection with Contract.
- 27.5.3 The payroll records shall be certified and shall be available for inspection at the principal office of Contractor on the basis set forth in Labor Code Section 1776.
- 27.5.4 Contractor shall inform County of the location of the payroll records, including the street address, city and county, and shall, within five working days, provide a notice of any change of location and address of the records.
- 27.5.5 Pursuant to Labor Code Section 1776, Contractor and any Subcontractor(s) shall have 10 days in which to provide a certified copy of the payroll records subsequent to receipt of a written notice requesting the records described herein. In the event that Contractor or any Subcontractor fails to comply within the 10-day period, he or she shall, as a penalty to County, forfeit \$100, or a higher amount as provided by Section 1776, for each calendar day, or portion thereof, for each worker to whom the noncompliance pertains, until strict compliance is effectuated. Contractor acknowledges that, without limitation as to other remedies of enforcement available to County, upon the request of the Division of Apprenticeship Standards or the Division of Labor Standards Enforcement of the California Department of Industrial Relations, such penalties shall be withheld from progress payments then due Contractor. Contractor is not subject to a penalty assessment pursuant to this Section due to the failure of a Subcontractor to comply with this Section.

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

TBD*

** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President.

In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

Signature	Name	Title	Date
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The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer.

Signature	Name	Title	Date
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COUNTY OF ORANGE, a political subdivision of the State of California

Signature	Name	Title	Date
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APPROVED AS TO FORM:

County Counsel

By _____
Deputy

Date _____

ATTACHMENT A

SCOPE OF WORK

I. Scope of Work: Contractor shall furnish all staffing, labor, equipment, materials and incidentals required for tree maintenance services as described in the Scope of Work (SOW). No subcontracting or outsourcing is permitted.

II. Description of Work: This Contract is for comprehensive tree maintenance services, inventory and work record management at various Orange County Community Resources facilities, including OC Public Libraries (OCPL), OC Animal Care (OCAC), and OC Parks.

A. Work consists of tree trimming, palm tree trimming, tree removal, stump removal, root pruning, GIS/GPS tree inventory, tree pest management, supply and plant trees, watering arborist services, reports and other tree services.

B. In general, the County attempts to avoid annual cycle pruning during nesting season. If annual cycle pruning or other tree maintenance is necessary during nesting season, Contractor is required to monitor for nesting activity prior to any work, per all applicable laws and regulations. No additional compensation is allowed.

C. High volume (Routine) work may consist of annual tree maintenance cycles based on OC Parks tree inventory and desired level of service.

1. In general, OC Parks plans to trim most trees no less frequently than every three years.
2. Coral and palm trees are trimmed every year.
3. In general, mature Oak species shall receive the minimum work possible to maintain health and good condition and will be allowed to follow their natural form.

D. Low volume work (Non-Routine) may be assigned on an as-needed basis and may include tree trimming or removal, stump and limb removal, pesticide recommendation and treatment, arborist services, inventory, and other tree maintenance services as needed. If applicable, one low volume mobilization fee shall be permitted per work order.

1. Contractor shall complete non-routine work within three weeks of receipt.
2. Contractor shall complete non-routine work with "priority" mobilization fee within seven days of receipt.

E. This Scope of Work and subsequent contract is intended to limit use of the Hourly Work or Crew Rental to tasks that are not identified as separate line items or tasks that cannot reasonably be included in a line item.

1. For example, but not limited to, Hourly Work will not be allowed for large, poorly structured or unusual trees, challenging conditions, inclement weather, heavy canopy, most down or leaning trees, down limbs, hanging limbs.
2. If County does not approve Hourly Work, Contractor shall accept payment at contract line item price.

3. If County approves Hourly Work, line item pricing shall not apply, and Contractor shall invoice at the hourly rate approved in the contract.

F. Contractor shall be responsible for repairs to all turf (including rutting), landscape, trail, irrigation, natural areas, concrete, hardscape, and damage by their vehicles, equipment or employees.

1. The County uses a systematic inspection process (scheduled inspections, performed and documented in OC Parks' maintenance management system) to identify and document maintenance deficiencies.
2. Any damage identified after Contractor work that has not been documented on a previous inspection or backlogged work order shall be assumed to have been caused by Contractor and will be Contractor's repair responsibility.

G. Contractor shall be penalized the full value of any tree damaged by Contractor's operation or removed in error.

H. The County reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the specifications or to omit portions of the work so described as may be deemed necessary or expedient by the County. Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. Alterations, modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the County.

I. The County shall determine if Contractor has met Contract requirements. Payment shall not be made for work that is not in accordance with standards and specifications as detailed in this SOW. The Contractor shall be deemed in default if they consistently fail to comply with the Contract standards.

J. Contractor will not receive compensation for: work performed that was not approved by County Division Manager or designee; invoice that exceeds Contractors written quote; work that exceeds pre-established facility annual maintenance cycle budget; or for work that is outside the intended scope of this Contract.

III. Contractor Requirements:

A. Must demonstrate a minimum of 5 years' experience building and maintaining client GIS tree inventories in geodatabase format. Inventories must include recommended maintenance cycles, work history, tree health/condition, height, and diameter. Contractors system must also have flexibility to add other attributes to meet OC Parks needs.

B. Must demonstrate a minimum of 5 years' experience contracting with entities similar in size and scope to OC Parks.

C. Licensing and certification shall be current at all times during the term of the Contract. Contractor shall have in full force and effect, all licenses and/or certifications required by law to perform of the said services described in the SOW. Copies of the licensing and certification information shall be made available to the County upon request.

California State Contractors License Board (CSLB)

- License C27: Landscaping Contractor
- License C61: Limited Specialty
- License D49: Tree Service Contractor

International Society of Arboriculture (ISA) Certification or equivalent

- ISA Certified Arborist®
- ISA Certified Tree Worker/Climber Specialist®

California Department of Pesticide Regulation

- Agricultural Pest Control Adviser (PCA)
- Qualified Applicator Certificate

IV. Contractor Performance Requirements:

A. Contractor shall provide a supervisor or foreman who shall be present at all times during Contract operations, and who shall be responsible for both conduct and workmanship. Said supervisor or foreman shall communicate effectively in both written and oral English.

B. All work shall comply with good arboreal practice for the species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture and the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal".

C. Trees shall not be visibly marked at any time for any reason (e.g., for work identification).

D. Any structural weakness, decayed trunk or branches, split crotches or limbs discovered by the Contractor shall be reported to the County within one business day.

E. Pesticide Usage and Reporting:

1. Contractor will store, transport, handle, mix and apply pesticides in a manner consistent with Federal, State and local regulations.
2. Contractor will report and maintain records of pesticide application in conformance with all Federal, State and local regulations.
3. Contractor will, by the second week of each month, record all pesticide activity for the previous month in OC Parks online computer application.
4. Contractor will post signage and control public access to pesticide application areas for no less than the minimum time required by product label re-entry interval (REI) and applicable Federal, State and local regulations.
5. Prior to application, all pesticide work will be reviewed by Contractor's Pest Control Adviser and applied by a CDPR Qualified Applicator.
6. The practices described in this SOW are consistent with OC Parks integrated pest management practices or IPM. Contractor will comply with current and future IPM best practices and OC Parks requirements for the duration of this contract.

F. Disposal of Materials:

1. The County shall receive AB 939 recycling credit.
2. All green waste produced as a result of the Contractor's operations shall be reduced, reused, recycled, and/or transformed by Contractor.

3. Reduction, reuse, recycling and transformation shall include but is not limited to, production of lumber, and daily cover.
4. Weight slips, or other approved documentation, shall be required as proof of final disposal and shall be submitted by Contractor at the end of each month to OC Parks NPDES Coordinator.

G. Diseased and Infested Trees:

1. All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees.
2. All trees with known or suspected ISHB, Fusarium, Gold Spotted Oak Borer or other high priority pests/pathogens as determined by the County, Contractor shall handle all debris in a manner consistent with newest version of all appropriate Best Management Practices (BMP) available from University California, which minimizes the chance of spreading infection or infestation.
3. Material and debris from trees with known or suspected disease/infestation shall be chipped to 1" or smaller and shall not be left on site or used as mulch off-site.
4. Tree material with known or suspected disease/infestations that are too large to be immediately chipped onsite will be transported and disposed of off-site with the newest Best Management Practices available to minimize spreading.
5. No additional charges for tool disinfection or special handling shall be allowed.

H. Pre-Inspection:

1. Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify presence of nesting birds, the location of utilities, irrigation components and/or any property element(s) that could be compromised by any work activity.
2. If the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to County Division Manager and/or his/her designee prior to commencing work in that area. All photo documentation shall have the time and date embedded.
3. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the County shall be considered the responsibility of the Contractor.

I. Protection and Restoration of Existing Areas:

1. Contractor shall protect all turf, landscape, trail, irrigation, natural areas, concrete, and hardscape from damages by its operations.
2. Contractor shall use reinforcing under equipment (e.g. tires, outriggers, jack) sufficient to prevent rutting and marking or other damage to all landscape, turf, and hardscape.
3. All damages shall be repaired and/or replaced at Contractor's expense within three (3) days after notification of such damage by County. Repairs and/or replacements shall be equal to original in all aspects.

J. Control of Work:

1. Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting, lack of safety apparatus/equipment guards, improper use/loading of equipment).
2. Contractor shall be responsible to meet equipment inventory requirements sufficient to perform all work described herein.
3. Failure to maintain control at all times will be penalized. See Attachment B, Compensation & Payment.
4. In addition to penalties and/or the withholding of Contract payments, the Contractor shall be responsible for the mitigation of any damage related to a loss of control incident.

K. GIS, GPS Capabilities and Requirements:

1. All GIS/GPS and Tree Inventory work shall be performed by Contractor's "in-house" employees.
2. All GIS data and inventory records created by the Contractor are property of the County of Orange.
3. Contractor shall create and maintain County tree inventory in geodatabase format and shall be fully compatible with ESRI ArcGIS newest version.
4. GPS work shall be performed using Trimble GeoXH 6000 or better.
5. Contractor shall follow County workflow and schedule for import and export of tree inventory updates to/from Contractor's inventory system and County GIS. Contractor shall update and modify geodatabase themes as required by the County.
6. Contractor shall provide access to web based GIS inventory for use by County staff and consultants.
7. Failure to meet and maintain the requirements for the GIS tree inventory shall be grounds for termination of the Contract.

L. Tree Inventory, Updates and Additions:

1. Contractor shall provide a complete update of the County GIS tree inventory at no additional cost to the County within three (3) months of the Contract award.
2. When assigned and approved by County, payment may be authorized for new inventory entries for trees that are not the subject of any other action or maintenance.
3. Contractor shall update inventory, including metadata, and add new entries at no additional charge for any tree that is the subject of maintenance, inspection, or other compensated action.

M. Sound Control: Contractor shall comply with all County and local sound control and noise level rules, regulations, and ordinance, which apply to any work performed pursuant to the Contract.

N. Dust Control: Contractor shall not create dust in such a quantity as to violate the South Coast Air Quality Management District (AQMD) regulations.

O. Debris Removal: Contractor shall remove all trash and debris from work area by the end of each day and as required during the course of work. Contractor shall dispose of materials at a site outside of the County right-of-way approved for disposal of such materials.

P. Water: Contractor shall furnish all water required for performance of work; shall make arrangements for obtaining water with the governing water district and shall comply with all requirements set forth by the governing water district.

Q. Utilities: Contractor shall contact UNDERGROUND SERVICE ALERT (USA) for all subsurface excavation and will contact utility companies to mark locations if necessary.

R. Parking Control: Contractor shall post, maintain, and subsequently remove, temporary "No Parking" signs along the streets, parking lots, and other as needed areas upon completion of work. Work is performed no less than 24 hours prior to the start of said work. Contractor shall be responsible for replacing signs which are damaged or removed in order to maintain notice to the public.

S. Traffic Control:

1. Contractor shall provide traffic control and equipment at no additional cost to the County.
2. Contractor shall comply with all relevant provisions of the Manual on Uniform Traffic Control Devices (MUTCD), as published by the State of California, Department of Transportation.
3. Park access shall be maintained at all times during all services.

T. Safety: Contractor agrees to perform all work outlined in this Contract to meet all accepted standards for safe practices during operations and to maintain safe conditions on premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with local, County, State or other legal intents and terms of the applicable Occupational Safety and Health Administration (OSHA) and CAL/OSHA Safety orders at all times so as to protect all persons, including Contractor's employees and agents, against injury or damage to property.

U. High Voltage Lines: Should work involve any high voltage lines, Contractor shall be required to notify responsible utility company.

V. Identification and Coordination of Work:

A. Coordination and Planning:

1. OC Parks facilities have many special and permitted events throughout the year, therefore Contractor shall engage in significant advance planning for all routine, annual and as-needed work.
2. Contractor shall coordinate the starting date of all work with OC Parks – Park Arborist and Facility Supervisor.
3. Commencement of work, continuation of work, delays or interruptions to work and other events will be communicated to the Park Arborist and Facility Supervisor daily.

4. Contractor shall comply with all time and schedule requirements as described in this SOW.

B. Work Schedules:

1. Contractor shall meet every two weeks with the OC Parks Arborist and/or representatives and provide the County with a written two-week schedule and a report on all unscheduled work in contractor's possession on alternating Mondays as directed by the County.
2. Contractor will update schedule to indicate emergency and other priority work interrupting the schedule.
3. Schedule will indicate all incomplete/carry over work from the previous schedule.
4. In general, contractor will limit work hours to Monday through Friday, 6:00 am until 4:30 pm.

C. Low Volume Work (Non-Routine):

1. Low volume work requests must be completed within three week of County's authorization to proceed.
2. Contractor shall provide County a written quote within two working days of request. Quote shall contain all required line items, line item price, number of work units, line item total and job total.
3. If the work is not listed as a line item in this SOW, the quote will include the number of hours required to complete the job and a statement indicating why the request does not fall within a Contract line item.
4. County shall provide Contractor a work order with authorization to proceed.
5. The work order shall include a detailed explanation of work requested, location, County Contact information, and any special instructions or alerts.
6. Upon receipt of authorization to proceed and work order Contractor shall coordinate with County on anticipated start date.
7. Additional or add on work shall not be performed without new or an updated quote and approval in writing by County.

D. High Volume Work (Routine Annual Tree Maintenance):

1. Within one (1) week of award of Contract, Contractor shall schedule initial meeting with County to develop multi-year plan for tree maintenance cycles and budget based on tree inventory and desired level of service.
 - a) In general, the annual maintenance cycle shall consist of tree pruning and tree removal.
 - b) Annual maintenance shall generally be completed outside of nesting season.

2. County may adjust the multi-year plan and level of service.
3. Multi-year annual maintenance cycle and budget shall be finalized and submitted to County no later than two (2) months after Contract award.
4. Contractor shall submit each year's annual maintenance plan, overall budget and individual facility budgets no less than three (3) months prior to the start of work.
5. With County's authorization to proceed, Contractor shall coordinate with Park Arborist and Facility Supervisors no less than three (3) weeks prior to start of work.
6. Contractor shall not exceed the planned annual budget at any OC Park facility without written authorization from the County.

E. Emergency Work and Mobilization Fee:

1. Contractor must report to the park facility within two (2) hours of initial notification from County.
2. Contractor must be available 24 hours a day, 7 days a week, 365 days a year.
3. Contractor shall provide County a written quote/confirmation the following business day.
4. Emergency work will be performed and billed by line item price with addition of the emergency mobilization fee.
5. Only one mobilization fee will be allowed per emergency incident. One emergency incident and applicable mobilization fee may span more than one tree, work order or day.

F. Priority Work and Mobilization Fee:

1. Priority work requests with mobilization fee must be completed within seven days of County's notice to proceed.
2. Contractor shall provide County a written quote within one business day of request.
3. Priority work will be performed and billed at line item price with addition of the priority mobilization fee.
4. Only one priority mobilization fee will be allowed per work order and may cover more than one tree.

G. Access Gates:

1. Contractor shall be provided with keys to the access gates upon request. Contractor shall return all keys upon completion of work and prior to request for payment. For each key not returned, the sum of One Hundred dollars (\$100.00) will be deducted and forfeited from any payment due to Contractor.
2. Contractor shall keep all access gates closed except when entering and leaving the worksite. Contractor shall close and lock all access gates at the end of each working day.

3. In the event that County is called out to a gate left open by Contractor, the sum of Two Hundred and Fifty dollars (\$250.00) will be deducted and forfeited from any payment due to Contractor.

VI. Specifications:

A. Emergency Work and Call Out:

1. Contractor is required to provide 24-hour emergency phone numbers and names of a minimum of four contact individuals within one week of Contract award. Should phone number or contact person change during the Contract those changes must be provided to County.
2. Contractor may be required to provide emergency/on-call response for services in this SOW. This may be at night, weekends, and holidays or during storm conditions.
3. Contractor is required to start work indicated within two (2) hours of initial telephone call and report to County authorized representative upon completion of work specified.
4. Three Hundred dollars (\$300.00) per hour shall be deducted and forfeited from payment to Contractor for each hour over the two hour response time.
5. Contractor shall be allowed to stockpile debris from emergency work and in a manner that does not cause a hazard and shall mark debris with lighted barricades sufficient for visibility from all angles. Stockpile must be removed by end of the next calendar day. Stockpile shall not interfere with access to roadways, driveways, trails or sidewalks.

B. General Pruning Requirements:

1. Unless otherwise directed by the County the "Full Prune" category described in Section C. shall be the standard for all pruning performed under this contract.
2. Trees shall be pruned to prevent branch and foliage interference with safe public passage, generally 8 feet for pedestrian access and 14 feet above roads. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
3. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.
4. Selectively prune branches that are within five feet of a structure.
5. Clear trees of sprout or sucker growth to a minimum height of ten feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.
6. Prune to maintain a balanced appearance.
7. Remove all vines, mistletoe and other parasitic plants growing in trees and on tree trunks. These plants shall be removed without injury to trees.
8. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, other plants or property.

9. Tools used on a tree known or suspected to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.
10. Tools and saws used in tree pruning shall be kept sharpened to result in final cuts with a clean, smooth wood surface and secure bark remaining intact.
11. Trees six inches in diameter or less shall be pruned with hand tools only.
12. Tree limbs two inches in diameter or less shall be pruned with hand tools only.
13. Climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by County to aid in the safety of climbers performing the removal of a tree.

C. Full Prune:

1. Unless otherwise directed by the County "Full Prune" shall be the standard for all pruning.
2. A Full Prune is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned.
3. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure and includes pruning to reduce overall canopy mass and excessive wood weight.
4. A Full Prune typically consists of one or more of the following pruning treatments:
 - a. **Crown Cleaning:** Removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown.
 - b. **Crown Thinning:** Includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. When thinning the crown of mature trees, up to 25 percent of the live foliage may be removed unless directed otherwise by the County.
 - c. **Crown Reduction:** Used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.
 - d. **Crown Restoration:** Corrective pruning used to restore the form of crowns that have been previously damaged by topping or other extenuating circumstances.

D. Crown Raising/Clearance Prune:

1. A crown raising or clearance prune does not involve the detail of work found in a full prune.
2. **Crown Raising:** Consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-

half ($\frac{1}{2}$) of its foliage on branches that originate in the lower two-thirds ($\frac{2}{3}$) of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

3. Clearance Prune: Employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted.
4. Removal of hanging and down limbs are included in this line item.

E. Specific Pruning Requirements for Conifers and Broadleaf Trees:

1. General Trimming and Shaping of Conifers:

- a. Two basic classes of conifers can be found in County facilities, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus.
- b. Typically, up to 25 percent of the live foliage may be removed unless directed otherwise by the County.
- c. Contractor shall avoid damaging the central leader on all conifers. In specific cases the County may direct the Contractor to remove the central leader in an effort to limit the height of specific trees.
- d. At the time of pruning, the County shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
- e. To control the growth of large, mature conifers Contractor shall be required to prune the new growth of lateral limbs.
- f. Typical pruning of conifers shall generally consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

2. General Trimming and Shaping of Broadleaf Trees:

- a. Follow the shape indicated by the natural growth habits of each tree species.
- b. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head.
- c. Tree foliage may be reduced by up to thirty (30) percent.
- d. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.
- e. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
- f. Heading cuts and/or topping will not be allowed under any circumstances.
- g. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

F. Pruning Specifications for Palm Trees:

1. Palm Pruning consists of maintaining the crowns and trunks of palms including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.
2. Non-Canary Island Date Palms shall be trimmed using sanitized equipment before and after the equipment is used to cut the fronds of any other palm tree.
3. Canary Island Date Palms (*Phoenix canariensis*) shall be trimmed using a new handsaw blade. This is to prevent the spread of fusarium. The Contractor may use a sanitized chainsaw in forming and/or shaping the pineapple of the Canary Island Date Palm.
4. Except for date palms, fronds shall be pruned to an angle of 45 degrees or 10 & 2.
5. Date Palm fronds shall be pruned to an angle of 90 degrees or 9 & 3
6. Live Trunk Tissue shall not be cut while pruning palms.
7. The Contractor shall be responsible for removing palm fruit related stains from hardscape elements that may occur while pruning

G. Tree and Stump Removal:

1. Removal of down or leaning trees and their root systems are included in this line item.
2. Contractor shall be responsible for contacting Underground Service Alert (USA) for location of underground utilities prior to stumping operations.
3. Trees shall be felled in a manner consistent with industry practice with primary emphasis on safety of public and protection of adjacent property.
4. Contractor will ensure they are removing the correct tree; errant removal of trees shall be penalized.
5. Contractor shall maintain control of the tree and its parts at all times. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. Loss of control incidents shall be penalized.
6. Stumps including root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than eight inches.
7. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grinding shall not be used as a backfill material. If stump grinding takes place in turfgrass, grass seed will be incorporated into the topsoil either of the existing species or if unknown annual ryegrass.
8. If stump grinding does not follow within same work day as removal, tree trunk shall be left five (5) feet above grade until stump grinding is complete.
9. Stumps to be left in place shall be cut at three (3) feet above grade.

H. Root Pruning:

1. Roots shall be pruned immediately adjacent to the edge of sidewalk or curb or other improvement. Root pruning cuts shall be four (4) inches wide, sixteen (16) deep as measured from top of sidewalk, curb or adjacent improvement and extend eight (8) feet in each direction from centerline of tree (sixteen (16) feet total length).
2. Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking of sidewalks.
3. All cuts shall be backfilled immediately upon completion of root pruning at each location. Backfill material shall consist of dirt and/or mulch from root pruning and shall be free from rocks. All debris generated by these operations will be immediately removed from site and properly disposed of outside right-of-way.
4. Contractor shall repair or replace all utility service connections, sprinkler systems and any other assets which are damaged or removed as a result of root pruning operations. Repairs shall be implemented immediately and completed by end of next working day. Repairs and replacements will be equal to existing improvement and shall match them in finish, dimensions and manufacturer.
5. Root barriers will be installed only at County request.

I. Hourly Work/Crew Rental:

1. County may request Contractor to perform tree and/or vegetation operations outside of scope of previously listed work items. Contractor shall furnish a crew with equipment necessary to perform the requested work.
2. County shall determine if crew rental charges are justified and will provide Contractor with written approval.
3. Line item pricing shall not apply or be "stacked" with hourly charges.

J. Tree Pest Treatment:

1. Contractor shall have an "in-house" CDPR Qualified Applicator apply pesticides in accordance with the recommendations from the "in-house" CDPR Agricultural Pest Control Adviser (PCA) and applicable product labels, Federal, State and local regulations.
2. Applications will be made by soil injection, trunk injection or spray as requested by the County. OC Parks' favored method of application is sub-surface soil injection (not drench).
3. All drills, tools and equipment used for trunk injection shall be sanitized between each individual hole or injection point.
4. Emamectin benzoate application rate shall be 6ml per diameter inch at breast height. All other treatment application rates shall use the high rate as listed per label unless otherwise requested by OC Parks.

K. Tree Planting

1. Tree planting consists of the installation of nursery stock container or palm trees supplied by the Contractor, staking, backfilling, seeding and watering.
2. Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.
3. Planting stock shall be well watered prior to shipping and covered for the duration of transport.
 - a. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected.
 - b. Root bound material will be rejected.
 - c. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
4. Contractor shall confirm correct planting site before excavation.
5. Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein.
6. Nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on and all debris shall be removed from the planting pit prior to backfilling.
7. Contractor shall install the tree or palm so that the top of trunk flare is two inches above surrounding finish grade. The Contractor shall not cut or trim the root ball as a means of meeting grade standards.
8. Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten percent well decomposed organic fines.
9. Contractor shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
10. Contractor shall cease backfilling when the planting pit is one-half full and apply water to remove air pockets from the backfill. Once water has drained, Contractor shall resume backfilling the planting pit.
 - a. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball.
 - b. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.
11. Contractor is responsible for the stability of planted trees.

- a. The nursery stake shall be removed, and the tree shall be double staked using two, two inch lodge pole stakes outside of the root ball and to a secure depth that properly supports the new tree. In difficult sites or conditions, a 3 stake method can be used following the same guidelines noted above.
 - b. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty degrees opposite the other.
 - c. The root ball shall not be damaged by the installation of stakes.
 - d. The stake shall not be in contact with any aerial part of the tree.
12. Upon completion Contractor shall seed and top-dress barren areas within ten (10) feet of the center of the trunk of the tree if there was established turf in that location.
- a. Seed shall be of the same turf grass type existing on site or annual ryegrass if the turf is a non-seedable variety; to be applied at a rate appropriate for the type of turf seed applied.
 - b. Seed shall be top dressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Use of manure, native soil or chip topdressings will not be allowed.

VII. Specifications: List of all OCCR Facilities

A. OC Parks

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| 1. Aliso and Wood Canyons Wilderness Park | 28373 Alicia Parkway, Laguna Niguel, CA 92677 |
| 2. Aliso Beach | 31131 S. Pacific Coast Hwy., Laguna Beach, CA 92652 |
| 3. Arden: Helena Modjeska Historic House and Gardens | 29042 Modjeska Canyon Road, Modjeska, California |
| 4. Capistrano Beach | 35005 Beach Road, Capo Beach, CA 92675 |
| 5. Carbon Canyon Regional Park | 4442 Carbon Canyon Road, Brea, CA 92823 |
| 6. Dana Point Harbor | 34451 Ensenada Place, Dana Point, CA. 92629 |
| 7. Featherly Regional Park | 24001 Santa Ana Canyon Road, Anaheim, CA 92808 |
| 8. George Key Ranch Historic Park | 625 W. Bastanchury Road, Placentia, CA 92870 |
| 9. Harriett M. Wieder Regional Park | 19251 Seapoint Ave., Huntington Beach, CA 92648 |
| 10. Heritage Hill Historical Park | 25151 Serrano Road, Lake Forest, CA 92630-2534 |
| 11. Historic Yorba Cemetery | Woodgate Park, Yorba Linda, CA 92886 |
| 12. Irvine Lake | 4621 E. Santiago Canyon Road, Silverado, CA 92676 |
| 13. Irvine Ranch Historic Park | 13042 Old Myford Rd., Irvine, CA 92602 |
| 14. Irvine Ranch Open Space | 4727 Portola Pkwy, Irvine, CA 92620 |
| 15. Irvine Regional Park | 1 Irvine Park Road, Orange, CA 92869 |
| 16. Laguna Coast Wilderness Park | 18751 Laguna Canyon Road, Laguna Beach, CA 92651 |
| 17. Laguna Niguel Regional Park | 28241 La Paz Road, Laguna Niguel, CA 92677 |
| 18. Mile Square Regional Park | 16801 Euclid St., Fountain Valley, CA 92708 |
| 19. Newport Harbor | 1901 Bayside Dr., Newport Beach, CA 92625 |
| 20. Old Orange County Courthouse | 211 W. Santa Ana Blvd., Santa Ana, CA 92701
30892 Trabuco Canyon Road, Trabuco Canyon, CA 92678 |
| 21. O'Neill Regional Park | 92678 |
| 22. Orange County Zoo | 1 Irvine Park Road, Orange, CA 92869 |

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| 23. Peters Canyon Regional Park | 5848 E. Canyon View Ave., Orange, CA 92869 |
| 24. Ralph B. Clark Regional Park | 8800 Rosecrans Ave., Buena Park, CA 90621 |
| 25. Ramon Peralta Adobe Historic Site | 6398 E. Santa Ana Canyon Road, Anaheim, CA 92807 |
| 26. Regional Trails | 13042 Old Myford Road, Irvine, CA 92602-2304 |
| 27. Ronald W. Caspers Wilderness Park | 33401 Ortega Hwy., San Juan Capistrano, CA 92675 |
| 28. Salt Creek Beach | 33333 S. Pacific Coast Hwy., Dana Point, CA 92629 |
| 29. Santiago Oaks Regional Park | 2145 N. Windes Drive, Orange, CA 92869 |
| 30. Sunset Harbour | 2901 Edinger Ave., Huntington Beach, CA 92649 |
| 31. Talbert Regional Park | 1298 Victoria Avenue, Costa Mesa, CA 92627 |
| 32. Ted Craig Regional Park | 3300 State College Blvd., Fullerton, CA 92835 |
| 33. Thomas F. Riley Wilderness Park | 30952 Oso Parkway, Coto De Caza, CA 92679 |
| 34. Tri-City Regional Park | 2301 Kraemer Blvd., Placentia, CA 92870 |
| 35. Upper Newport Bay Nature Preserve | 2301 University Drive, Newport Beach, CA 92660 |
| 36. Whiting Ranch Wilderness Park | 26701 Portola Parkway, Foothill Ranch, CA 92610 |
| 37. William R. Mason Regional Park | 18712 University Drive, Irvine, CA 92612-2601 |
| 38. Yorba Regional Park | 7600 E. La Palma, Anaheim, CA 92807 |

B. OC Public Libraries

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| 1. Aliso Viejo Library | 1 Journey, Aliso Viejo, CA 92656 |
| 2. Brea Library | 1 Civic Center Circle, Brea, CA 92821 |
| 3. Costa Mesa - Mesa Verde Library | 2969 Mesa Verde Drive, Costa Mesa, CA 92626 |
| 4. Costa Mesa-Donald Dungan Library | 1855 Park Ave, Costa Mesa, CA 92627 |
| 5. Cypress Library | 5331 Orange Avenue, Cypress, CA 90630 |
| 6. Dana Point Library | 33841 Niguel Rd., Dana Point, CA 92629 |
| 7. El Toro Library | 24672 Raymond Way, Lake Forest, CA 92630 |
| 8. Foothill Ranch Library | 27002 Cabriole Way, Foothill Ranch, CA 92610 |
| 9. Fountain Valley Library | 17635 Los Alamos, Fountain Valley, CA 92708 |
| 10. Garden Grove - Tibor Rubin | 11962 Bailey St., Garden Grove, CA 92845 |
| 11. Garden Grove Chapman Library | 9182 Chapman Ave., Garden Grove, CA 92841 |
| 12. Garden Grove Main Library | 11200 Stanford Ave., Garden Grove, CA 92840 |
| 13. Irvine Heritage Park | 14361 Yale Avenue, Irvine, CA 92604 |
| 14. Irvine Katie Wheeler Library | 13109 Old Myford Rd., Irvine, CA 92602 |
| 15. Irvine University Park Library | 4512 Sandburg Way, Irvine, CA 92612 |
| 16. La Habra Library | 221 East La Habra Blvd., La Habra, CA 90631 |
| 17. LA Palma Library | 7842 Walker St., La Palma, CA 90623 |
| 18. Ladera Ranch Library | 29551 Sienna Parkway, Ladera Ranch, CA 92694 |
| 19. Laguna Beach Library | 363 Glenneyre Street, Laguna Beach, CA 92651 |
| 20. Laguna Hills Technology Library | 25555 Alicia Parkway, Laguna Hills, CA 92653 |

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| 21. Laguna Niguel Library | 30341 Crown Valley Pkwy, Laguna Niguel, CA
92677 |
| 22. Laguna Woods Library | 24264 El Toro Road, Laguna Woods, CA 92637
7531 E. Santiago Canyon Road, Silverado, CA
92676 |
| 23. Library of the Canyons | |
| 24. Los Alamitos-Rossmoor
Library | 12700 Montecito, Seal Beach, CA 90740 |
| 25. Rancho Santa Margarita
Library | 30902 La Promesa, Rancho Santa Margarita, CA
92688 |
| 26. San Clemente Library | 242 Avenida Del Mar, San Clemente, CA 92672 |
| 27. San Juan Capistrano
Library | 31495 El Camino Real, San Juan Capistrano, CA
92675 |
| 28. Seal Beach Library | 707 Electric Ave., Seal Beach, CA 90740 |
| 29. Stanton Library | 7850 Katella Ave., Stanton, CA 90680 |
| 30. Tustin Library | 345 E. Main Street, Tustin, CA 92780 |
| 31. Villa Park Library | 17865 Santiago Blvd., Villa Park, CA 92861 |
| 32. Westminster Library | 8180 13th Street, Westminster, CA 92683 |

C. OC Animal Care

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| 1. OC Animal Care | 1630 Victory Rd., Tustin, CA 92782 |
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ATTACHMENT B

PAYMENT AND COMPENSATION

1. **Compensation:** This is a firm-fixed fee Contract between County and Contractor for Tree Care and Maintenance Services as set forth in Attachment A, Scope of Work.

Contractor agrees to accept the specified compensation as set forth in this Contract as full payment for performing all services and furnishing all staffing and materials required, for any reasonably unforeseen difficulties which may arise or be encountered in the execution of the services until acceptance, for risks connected with the services, and for performance by Contractor of all its duties and obligations hereunder. Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **County shall have no obligation to pay any sum in excess of the fixed rates specified herein unless authorized by amendment in accordance with Articles C & P of County Contract Terms and Conditions.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:

TOTAL NOT TO EXCEED AMOUNT OF: \$TBD

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of Contract. County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 30-days advance notice in writing is required to secure such adjustment. No retroactive price adjustments will be considered. All price decreases will automatically be extended to County of Orange. County may enforce, negotiate, or cancel escalating price Contracts or take any other action it deems appropriate, as it sees fit. The net dollar amount of profit will remain firm during the period of Contract. Adjustments increasing Contractor's profit will not be allowed.
4. **Firm Discount and Pricing Structure:** Contractor guarantees that prices quoted are equal to or less than prices quoted to any other local, State or Federal government entity for services of equal or lesser scope. Contractor agrees that no price increases shall be passed along to County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** Contractor will be responsible for all costs related to photo copying, telephone communications and fax communications while on County sites during the performance of work and services under this Contract.
6. **Payment Terms – Payment in Arrears:** Invoices are to be submitted in arrears to the user agency/department to the ship-to address, unless otherwise directed in this Contract. Contractor shall reference Contract number on invoice. Payment will be net 30 days after receipt of an invoice in a format acceptable to County of Orange and verified and approved by the agency/department and subject to routine processing requirements. The responsibility for providing an acceptable invoice rests with Contractor.

Billing shall cover services and/or goods not previously invoiced. Contractor shall reimburse County of Orange for any monies paid to Contractor for goods or services not provided or when goods or services do not meet Contract requirements.

Payments made by County shall not preclude the right of County from thereafter disputing any items or services involved or billed under this Contract and shall not be construed as acceptance of any part of the goods or services.

7. **Taxpayer ID Number:** Contractor shall include its taxpayer ID number on all invoices submitted to County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** Contractor will provide an invoice on Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, Contractor will leave an invoice with each delivery. Each invoice will have a number and will include the following information:
 - a. Contractor's name and address
 - b. Contractor's remittance address, if different from 1 above
 - c. Contractor's Taxpayer ID Number
 - d. Name of County Agency/Department
 - e. Delivery/service address
 - f. Contract TBD
 - g. Requisition TBD
 - h. Agency/Department's Account Number
 - i. Date of invoice
 - j. Product/service description, quantity, and prices
 - k. Sales tax, if applicable
 - l. Freight/delivery charges, if applicable
 - m. Total

Invoice and support documentation are to be forwarded to:

OC Community Resources: Accounts Payable
Attn: Accounts Payable
601 North Ross Street
6th Floor
Santa Ana, CA 92701

9. **Payment (Electronic Funds Transfer (EFT):** County of Orange offers contractors the option of receiving payment directly to their bank account via an Electronic Fund Transfer (EFT) process in lieu of a check payment. Payment made via EFT will also receive an Electronic Remittance Advice with the payment details via e-mail. An e-mail address will need to be provided to The County of Orange via an EFT Authorization Form. To request a form, please contact the agency/department Procurement Buyer listed in Contract. Upon completion of the form, please mail, fax or email to the address or phone listed on the form.

ATTACHMENT C

COST PROPOSAL

Routine Annual Tree Maintenance and Other High Volume Work			
<u>Work Description</u>	<u>Tree DBH</u>	<u>Unit</u>	<u>Unit Cost</u>
Full Prune	0" - 6"	EA	
Full Prune	7" - 12"	EA	
Full Prune	13" - 18"	EA	
Full Prune	19" - 24"	EA	
Full Prune	25" - 30"	EA	
Full Prune	31" - 36"	EA	
Full Prune	36"+	EA	
Crown Raise/Clearance Prune	0" - 6"	EA	
Crown Raise/Clearance Prune	7" - 12"	EA	
Crown Raise/Clearance Prune	13" - 18"	EA	
Crown Raise/Clearance Prune	19" - 24"	EA	
Crown Raise/Clearance Prune	25" - 30"	EA	
Crown Raise/Clearance Prune	31" - 36"	EA	
Crown Raise/Clearance Prune	36"+	EA	
Prune Date Palm	N/A	EA	
Prune Fan Palm	N/A	EA	
Prune all other Palm Species	N/A	EA	
Palm Frond Removal in Excess of 3 Years Growth	N/A	LF	
Palm Trunk Skinning in Excess of 10 feet	N/A	LF	
Tree Removal with Stump Grinding	0" - 6"	EA	
Tree Removal with Stump Grinding	7" - 12"	EA	
Tree Removal with Stump Grinding	13" - 18"	EA	
Tree Removal with Stump Grinding	19" - 24"	EA	
Tree Removal with Stump Grinding	25" - 30"	EA	
Tree Removal with Stump Grinding	31" - 36"	EA	
Tree Removal with Stump Grinding	36"+	EA	
Tree Removal w/o Stump Grinding	0" - 6"	EA	
Tree Removal w/o Stump Grinding	7" - 12"	EA	
Tree Removal w/o Stump Grinding	13" - 18"	EA	
Tree Removal w/o Stump Grinding	19" - 24"	EA	
Tree Removal w/o Stump Grinding	25" - 30"	EA	
Tree Removal w/o Stump Grinding	31" - 36"	EA	
Tree Removal w/o Stump Grinding	36"+	EA	

Root Pruning	N/A	LF	
Root Barrier	N/A	LF	
Hand Watering	N/A	HR	
Hourly Work/Crew Rental (Incl. all personell and equip.)	N/A	HR	
Inventory Entry	N/A	EA	

Low Volume Work			
<u>Work Description</u>	<u>Tree DBH</u>	<u>Unit</u>	<u>Unit Cost</u>
Full Prune	0" - 6"	EA	
Full Prune	7" - 12"	EA	
Full Prune	13" - 18"	EA	
Full Prune	19" - 24"	EA	
Full Prune	25" - 30"	EA	
Full Prune	31" - 36"	EA	
Full Prune	36"+	EA	
Crown Raise/Clearance Prune/Hanging or Down Limb	0" - 6"	EA	
Crown Raise/Clearance Prune/Hanging or Down Limb	7" - 12"	EA	
Crown Raise/Clearance Prune/Hanging or Down Limb	13" - 18"	EA	
Crown Raise/Clearance Prune/Hanging or Down Limb	19" - 24"	EA	
Crown Raise/Clearance Prune/Hanging or Down Limb	25" - 30"	EA	
Crown Raise/Clearance Prune/Hanging or Down Limb	31" - 36"	EA	
Crown Raise/Clearance Prune/Hanging or Down Limb	36"+	EA	
Prune Date Palm	N/A	EA	
Prune Fan Palm	N/A	EA	
Prune all other Palm Species	N/A	EA	
Palm Frond Removal in Excess of 3 Years Growth	N/A	LF	
Palm Trunk Skinning in Excess of 10 feet	N/A	LF	
Tree Removal with Stump Grinding	0" - 6"	EA	
Tree Removal with Stump Grinding	7" - 12"	EA	
Tree Removal with Stump Grinding	13" - 18"	EA	
Tree Removal with Stump Grinding	19" - 24"	EA	
Tree Removal with Stump Grinding	25" - 30"	EA	
Tree Removal with Stump Grinding	31" - 36"	EA	
Tree Removal with Stump Grinding	36"+	EA	
Tree Removal w/o Stump Grinding	0" - 6"	EA	
Tree Removal w/o Stump Grinding	7" - 12"	EA	
Tree Removal w/o Stump Grinding	13" - 18"	EA	
Tree Removal w/o Stump Grinding	19" - 24"	EA	
Tree Removal w/o Stump Grinding	25" - 30"	EA	

Tree Removal w/o Stump Grinding	31" - 36"	EA	
Tree Removal w/o Stump Grinding	36"+	EA	
Root Pruning	N/A	LF	
Root Barrier	N/A	LF	
Hand Watering	N/A	HR	
Hourly Work/Crew Rental (Incl. all personell and equip.)	N/A	HR	
Inventory Entry	N/A	EA	

Emergency and Priority Mobilization Fees

<u>Work Description</u>	<u>Unit</u>	<u>Unit Cost</u>
Emergency (2 Hour Response)	EA	
Priority (< 7 Day Response)	EA	

Tree Pest Treatment

<u>ISHB Work Description</u>	<u>Group</u>	<u>Unit</u>	<u>Unit Price</u>
Imidacloprid (SI)	Treatment 1	Dia./Inch	
Imidacloprid (SI), Propiconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 2	Dia./Inch	
Imidacloprid (SI), Tebuconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 3	Dia./Inch	
Propiconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 4	Dia./Inch	
Tebuconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 5	Dia./Inch	
Bifenthrin+Cease+Pentra bark or Nufilm (TS)	Treatment 6	Dia./Inch	
Emamectin benzoate+Propiconazole (TI)	Treatment 7	Dia./Inch	
Emamectin benzoate+Propiconazole (TI), Bifenthrin+Cease+Nufilm (TS)	Treatment 8	Dia./Inch	
<u>GSOB Work Description</u>	<u>Group</u>	<u>Unit</u>	<u>Unit Price</u>
Bifenthrin+Nufilm (TS)	Treatment 9	Dia./Inch	
Carbaryl+Nufilm (TS)	Treatment 10	Dia./Inch	
Bifenthrin+Nufilm (TS), Emamectin benzoate (TI)	Treatment 11	Dia./Inch	
Carbaryl+Nufilm (TS), Emamectin benzoate (TI)	Treatment 12	Dia./Inch	
Dinotefuran+Pentra-bark (BS)	Treatment 13	Dia./Inch	
Dinotefuran+Pentra-bark (BS) Bifenthrin+Nufilm (TS)	Treatment 14	Dia./Inch	
Dinotefuran+Pentra-bark (BS) Carbaryl+Nufilm (TS)	Treatment 15	Dia./Inch	
Emamectin benzoate (TI)	Treatment 16	Dia./Inch	
TS=trunk spray, TI= trunk injection, SI=soil injection BS=basal spray			
*Emamectin benzoate application rate shall be 6ml per diameter inch at breast height			
*All other treatment application rates shall use the high rate as listed per label			

Tree Planting (Includes tree, labor, equipment, materials and initial watering)

<u>Container Size</u>	<u>Minimum DBH</u>	<u>Unit</u>	<u>Unit Cost</u>
15 Gallon		EA	

24 Inch Box		EA	
36 Inch Box		EA	
48 Inch Box		EA	
Fan Palm per Ft. Brown Trunk Height		FT	

Sustainability Measures			
<i>Indicate Ability and Willingness to Provide/Conform</i>		<u>Yes</u>	<u>No</u>
Zero emission leaf blower with max noise emission of 65db	-		-
Bio-based bar and chain oil certified by USDA BioPreferred program			-
			-

Proposed Price Escalation			
<u>Work Description</u>		<u>Unit</u>	<u>Figure</u>
Year 4 Escalation		%	-
Year 5 Escalation		%	-

Bidders are encouraged to propose additional services, alternate methods, materials, etc.			
<u>Work Description</u>		<u>Unit</u>	<u>Unit Cost</u>
-	-	-	-
-	-	-	-
-	-	-	-
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-	-	-	-
-	-	-	-
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-	-	-	-

ATTACHMENT D

STAFFING PLAN

I. KEY PERSONNEL

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

Name	Classification/ Designation	Year of Experience	Years with Company	Professional Licenses or Credentials

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II. SUBCONTRACTORS

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

Company Name & Address	Contact Name and Telephone Number	Project Function

EXHIBIT 1
COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB) PREFERENCE
AND DISABLED VETERAN BUSINESS ENTERPRISE CERTIFICATION
REQUIREMENTS

- 1) To participate as an OCLSB the following requirements must be met:
 - a. A local small business must be certified with State of California the Department of General Services (DGS) as a Small Business - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 - b. Upon certification as Small Business with DGS, the local small business shall access the OCLSB Preference portal at OCLSBverify.com, search their legal company/business name in the County's database and print the OCLSB Certification.
 - i. Business name shall match the Company Legal Name specified on the Company Profile.
 - c. OCLSB Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
 - d. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the OCLSB Certification are required and must be returned with the solicitation response in order to compete as an OCLSB.

- 2) To participate as a DVBE the following requirements must be met:
 - a. A business must be certified with DGS as a DVBE - <https://caleprocure.ca.gov/pages/sbdvbe-index.aspx>
 - b. DVBE Certification must be valid at the date/time solicitation is closed, and it shall remain in effect at the time of contract award. County reserves the right to verify and/or reject incomplete documents.
 - c. Complete and sign the Affirmation form attached herein. The signed Affirmation form and the DVBE Certification are required and must be returned with the solicitation response in order to compete as a DVBE.

- 3) OCLSB or DVBE Preference provides for the following:
 - a. Invitation for Bid – IFB

When the lowest bidder is not an OCLSB or DVBE, the sole lowest certified OCLSB or DVBE within five percent (5%) of the lowest bidder shall be given the opportunity to price match the lowest bid. To participate in either preference policy, the sole lowest qualified OCLSB or DVBE must accept the County's offer to price match within three (3) business days from the County's offer, unless otherwise specified by the County. If two or more OCLSBs or DVBEs have tied bids within the 5%, the County shall request best and final bids from each OCLSB or DVBE, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County's best interest.
 - b. Request for Proposal - RFP

An extra five percent (5%) shall be applied to the tallied score of each certified OCLSB or DVBE to obtain the final score. If the final score of any OCLSB or DVBE matches the final score of a non-OCLSB or non-DVBE, preference shall be given to the certified OCLSB or DVBE. If two or more

OCLSBs or DVBEs have the same final score, the County shall determine the contract award based on the County's best interest.

4) Dual OCLSB and DVBE Preference provides for the following:

a. Business Certified as OCLSB and DVBE

If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%. The separate OCLSB/DVBE preferences shall not be applied.

Model Contract



COUNTY OF ORANGE LOCAL SMALL BUSINESS (OCLSB)
PREFERENCE AND DISABLED VETERAN BUSINESS ENTERPRISE
CERTIFICATIONS

County of Orange Local Small Business (OCLSB) and/or Disabled
Veteran Business Enterprise (DVBE) Affirmation

OCLSB Certification Requirements: To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

(1) Local Business requirements:

- a) maintains their principal center of operations (i.e. headquarters) within Orange County, and; b) has:
i. a business address located in the County of Orange that is not a post office box, or ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

(2) Small Business requirements:

- a) must be certified as a Small Business by the State of California Department of General Services (DGS); and,
b) DGS Small Business requirements must be valid at the time of bid/proposal submittal.

DVBE Certification Requirements: To be certified as a Disabled Veteran Business Enterprise, a business must meet the following requirements:

- (1) Must be certified as a DVBE by the State of California Department of General Services (DGS); and,
(2) DGS DVBE requirements must be valid at the time of bid/proposal submittal.

Please specify one or both preferences that apply to your business by checking below:

- OCLSB DVBE

I, certify that _____, (legal company/business name) is certified as an OCLSB and/or DVBE and currently meets the respective Certification Requirements set forth above.

Print Name

Title

Authorized Signature

Date

Please check one or both below:

- OCLSB Certificate attached State of California DVBE Certification attached

County Use Only

Solicitation Number:

Solicitation Description:

File Folder Number:

EXHIBIT 2

AERIAL MAPS FOR OC PARKS

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Model Contract

EXHIBIT 3

OC PARKS TREE INVENTORY
(This Page Intentionally Left Blank)

Model Contract

EXHIBIT 4

OC PUBLIC LIBRARIES AND OC ANIMAL CARE TREE INVENTORY
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Model Contract

**EXHIBIT 4: CONTRACTOR'S RESPONSE TO COUNTY OF ORANGE, OC
COMMUNITY RESOURCES SOLICITATION 012-C030928-CW**



Setting the gold standard.

COUNTY OF ORANGE - RFP#012-C030928-CW:
Tree Care and Maintenance Services

WCAINC.COM • 800.521.3714 • LIC #366764 • DIR #1000000956



Tree Pruning



Tree Removal



Tree Planting



GPS Tree Inventory



Emergency Response



Plant Health Care



ISA Certified



June 2, 2021

County of Orange, Community Resources
Attn: Chad Ward, Deputy Purchasing Agent
601 North Ross Street
Santa Ana, CA 92701

RE: RFP: Tree Care and Maintenance Services – No. 012-C030928-CW
Due: Thursday, June 3, 2021 at 04:00PM

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 County of Orange, Parks Division. 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 minimum of 365 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 48-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 80 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 Anaheim Office located at 2200 East Via Burton, Anaheim, CA 92806. 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. Kris Burbidge, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 920-0567 or kburbidge@wcainc.com.

Sincerely,


Patrick Mahoney
President


Richard Mahoney
Secretary

West Coast Arborists, Inc.

REQUEST FOR PROPOSAL



**ORANGE COUNTY
COMMUNITY
RESOURCES**
601 North Ross Street
Santa Ana, CA 92701

PROPOSALS MUST BE RECEIVED ON OR BEFORE
June 3, 2021
By
4:00 P.M. PDT
RFP Number
012-C030928-CW

INSTRUCTIONS:

1. SUBMIT AND UPLOAD ELECTRONIC COPY OF PROPOSAL VIA BIDS SYNC.
2. RETURN THIS PAGE SIGNED, WITH PROPOSAL.
3. ALL QUESTIONS SHOULD BE POSTED ONLINE VIA PERISCOPE HOLDINGS BEFORE THE CLOSE OF THE QUESTION AND ANSWER PERIOD.

Release Date: May 3, 2021

REQUEST FOR PROPOSALS ("RFP")

COVER PAGE

The County of Orange, Orange County Community Resources (OCCR), Purchasing and Contracts Services on behalf of OC Parks, OC Public Libraries, and OC Animal Care, hereinafter referred to as "County" is soliciting proposals from qualified firms ("Respondents") for Tree Care and Maintenance Services. Respondents must meet the minimum qualifications and requirements as set forth within the RFP and capable of providing services identified in the Scope of Work attached hereto and incorporated herein by this reference as Attachment A.

The awarded contract ("Contract"), if any, will be effective for an initial period of three (3) years, renewable for two (2) additional one year terms.

This RFP is set out in the following format:

- SECTION I Introduction and Instructions to Respondents**
- SECTION II Proposal Response Requirements**
- SECTION III Model Contract**

PROPOSALS ARE DUE June 3, 2021; 4:00 PM Pacific Time (PT).

Proposals must be submitted electronically via the County's online bidding system (see complete instructions in Section I, Item C).

All questions and inquiries related to this RFP must be directed to: Chad Ward, hereinafter referred to as "Deputy Purchasing Agent" or "DPA", via the County's online bidding system at <https://www.periscopeholdings.com>; (RFP No. 012-C030928-CW). For assistance, please contact Periscope Holdings Vendor Support Team at 800-990-9339 Option 1. **Respondents are not to contact other County personnel with any questions or clarifications concerning this RFP.**

The DPA will provide all official communication concerning this RFP. With respect to this RFP, any County response other than from the DPA and in writing will be unauthorized and considered invalid.

I HAVE READ, UNDERSTOOD, AND AGREE TO ALL STATEMENTS IN THIS REQUEST FOR PROPOSAL (RFP) AND TO THE TERMS, CONDITIONS, ATTACHMENTS AND EXHIBITS REFERENCED HEREIN.		
<u>West Coast Arborists, Inc.</u>	<u>95-3250682</u>	
Company Name (as it appears on your invoice and W9)	Fed ID#	
<u>2200 East Via Burton, Anaheim, CA 92806</u>		
Address		
	<u>Patrick Mahoney, President/Richard Mahoney, Secretary</u>	<u>06/02/21</u>
Authorized Signature (Sign all copies)	Title	Date
<u>Victor Gonzalez, Vice President</u>	<u>714-991-1900</u>	
Name of person to contact in reference to this proposal	Phone Number	

COUNTY OF ORANGE

RFP# 012-C030928-CW: Tree Care and Maintenance Services

Part 1: Compliance Certifications

PART 1
SIGNED DOCUMENTS

(Complete this Section and submit as Part 1 in first section of Proposal)

1. COVER PAGE


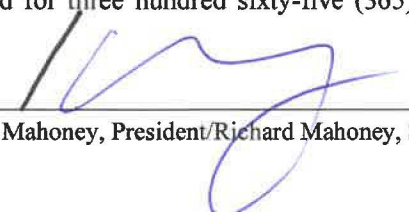
All Proposals must be accompanied by a cover letter of introduction and executive summary of Proposal. The cover letter must be signed by person(s) with authority to bind Respondent. If Respondent is a corporation, then signatures of two specific corporate officers are required for the cover letter and all required signatures throughout this RFP. The first corporate officer signature must be one of the following: 1) the Chairman of the Board; 2) the President; 3) any Vice President. The second corporate officer signature must be one of the following: a) Secretary; b) Assistant Secretary; c) Chief Financial Officer; d) Assistant Treasurer. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution or other documentation demonstrating the legal authority of the signatory to bind the corporation. An unsigned Proposal or failure to comply with the corporate signature requirements, if applicable, is grounds for rejection and disqualification from further participation in this RFP process. All Proposals shall include in this first organized section, the cover page of this RFP and any subsequent addenda issued to this RFP with appropriate signatures as required.

2. VALIDITY OF PROPOSAL

County requires that all Proposals be valid for at least three hundred sixty-five (365) days from this RFP's closing date. Proposals which are not valid for at least three hundred sixty-five (365) days will be considered non-responsive and subject to rejection. Please state below for how long this Proposal will be valid.

Respondent hereby certifies that Respondent's Proposal is valid for three hundred sixty-five (365) days from the RFP Closing Date.

365
Validity of Response (in days)

 
(Signature required) Patrick Mahoney, President/Richard Mahoney, Secretary

3. CERTIFICATION OF UNDERSTANDING

County assumes no responsibility for any understanding of the Respondent or representation made by any of its' County's officers, employees or agents during or prior to the execution of any Contract resulting from this RFP unless:

- A. Such understanding or representations are expressly stated in Contract; and
- B. Contract expressly provides that County assumes the responsibility

By signing below, Respondent certifies that such understanding has been considered in this Proposal.

 
(Signature required)

Patrick Mahoney, President/Richard Mahoney, Secretary

4. MINIMUM QUALIFICATIONS STATEMENT

Respondent hereby certifies that it meets all minimum qualifications and requirements as set forth in this RFP, Section II.

(Signature required)

Patrick Mahoney, President/Richard Mahoney, Secretary

5. CERTIFICATE OF INSURANCE

Respondent hereby certifies Respondent's willingness and ability to provide the required insurance coverage and certificates as set forth in Section III: Model Contract, Article O by signing below.

(Signature required)

Patrick Mahoney, President/Richard Mahoney, Secretary

If Respondent takes any exceptions to Article (O) - Insurance Provisions, as set forth in Section III, Model Contract, please see 9, Statement of Compliance below.

6. CONFLICT OF INTEREST

Respondent must certify either A or B by signing below:

A. Respondent certifies current/past financial, business or other personal relationships(s) with County exist/existed as follows:

- i. Disclose any financial, business or other relationship with County of Orange, any other entity that the Orange County Board of Supervisors governs*, or any Orange County Board member, officer or employee, which could affect or influence award of Contract for the services you propose to provide.

(Signature required)

OR

B. Respondent certifies that no relationships exist/existed as outlined in item A above.

(Signature required)

Patrick Mahoney, President/Richard Mahoney, Secretary

*Orange County Board of Supervisors govern: All Assessment Districts, All Community Facilities Districts, All Reassessment Districts, Housing and Community Development Commission, Housing Successor Agency to the Orange County Development Agency, In-Home Supportive Services Public Authority, Industrial Development Authority for Orange County, Local Redevelopment Authority Marine Corp Air Station (MCAS) El Toro, Orange County Financing Authority, Orange County Flood Control District, Orange County Housing Authority, Orange County Housing Authority Acting As the Housing Successor Agency, Orange County Public Financing Authority, Orange County Special Financing Authority, South Orange County Public Financing Authority, and the Successor Agency to the Orange County Development Agency.

7. **LITIGATION:**

Respondent must certify either A or B by signing below:

A. Respondent certifies current/past litigation as follows:

- Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving Respondent, or any company that holds a controlling interest in Respondent, against County of Orange in the past seven (7) years.
- Respondent shall provide detailed information regarding litigation (court and case number), liens, or claims involving any proposed subcontractors, or any company that holds a controlling interest in subcontractor firm(s), against County of Orange in the past seven (7) years.

(Signature required)

OR

B. Respondent certifies that Respondent or any proposed subcontractors do not have any past or current litigation.

(Signature required)

Patrick Mahoney, President/Richard Mahoney, Secretary

8. **NAME/OWNERSHIP CHANGES:**

Respondent must certify either A or B by signing below:

A. Respondent certifies past company name changes and/or ownership changes, for Respondent's firm and any proposed subcontractor firm, as follows:

- Respondent shall provide detailed information regarding any company name changes (including legal business names) in the past seven (7) years.
- Respondent shall provide detailed information regarding any company ownership changes (including legal business names) in the past seven (7) years.

(Signature required)

OR

B. Respondent certifies that Respondent or any proposed subcontractors have not had any company name change or ownership changes in the past seven (7) years.

(Signature required)

Patrick Mahoney, President/Richard Mahoney, Secretary

9. STATEMENT OF COMPLIANCE

A statement of compliance with all parts of this RFP or a listing of exceptions and suggested changes must be submitted in response to this RFP.

Respondent hereby certifies (**Respondent must certify either A or B by signing below**):

A. This Respondent is in strict compliance with this RFP including, but not limited to, the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits and no exceptions are proposed.

(Signature required)

Patrick Mahoney, President/Richard Mahoney, Secretary

OR

B. This Respondent is in strict compliance with this RFP, including the terms and conditions set forth in Section III – Model Contract and its Attachments and Exhibits, except for those exceptions expressly listed as required by this RFP and attached hereto.

(Signature required)

Attachments for each proposed exception to this RFP, including, but not limited to Section III – Model Contract, must include:

1. The complete provision Respondent is taking exception to
2. The RFP page number and section of the provision Respondent is taking exception to
3. The suggested rewording by way of track changes (Microsoft Word Format)
4. Reason(s) for submitting the proposed exception; and
5. Any impact the proposed exception may have on the services to be provided.

COUNTY OF ORANGE

RFP# 012-C030928-CW: Tree Care and Maintenance Services

Part 2: Company Profile

PART 2:
COMPANY INFORMATION

(Complete this form and submit as Part 2 in the second section of Proposal)

Company Legal Name: West Coast Arborists, Inc.

Company Legal Status (corporation, partnership, etc.): S Corp.

Business Address: 2200 East Via Burton, Anaheim, CA 92806

Website Address: www.wcainc.com

Telephone Number: (714) 991-1900 Fax Number: (714) 956-3745

E-mail Address: vgonzalez@wcainc.com

Length of time the firm has been in business providing proposed services: 49 years

Length of time at current location: 49 years

Is your firm a sole proprietorship doing business under a different name: _____ Yes X No

If yes, please indicate sole proprietor's name and the name you are doing business under: _____

Is your firm incorporated: Yes _____ No _____ If yes, State of Incorporation: California

Federal Taxpayer ID Number: 95-3250682 *D-U-N-S® No.: 08-6588050

*County requires a valid D-U-N-S® number prior to Contract Award. If needed, your company may obtain one at no cost at www.dnb.com. If you are unable to provide/obtain a D-U-N-S® number, please indicate so in your proposal/ Bid submission response.

Regular business hours: M-F 06:30AM- 05:00PM

Regular holidays and hours when business is closed: Jan.1, May 31, July 5, Sept. 6, Nov. 11, 25 & 26, Dec. 24 & 31
M-F 05:00PM-06:30AM/Sat & Sun.

Contact person in reference to this RFP: Victor Gonzalez, Vice President

Telephone Number: (714) 991-1900 Fax Number: (714) 956-3745

Email Address: vgonzalez@wcainc.com Mobile Number: ()

Contact person for Accounts Payable: Rosa Cantu

Telephone Number: (714) 991-1900 Fax Number: (714) 956-3745

E Email Address: rcantu@wcainc.com Mobile Number: ()

Name of Project Manager: Kris Burbidge

Telephone Number: (714) 920-0567 Fax Number: (714) 956-3745

Email Address: kburbidge@wcainc.com Mobile Number: ()

Mobile Number: ()

In the event of an emergency or declared disaster, the following information is required:

Name of contact during non-business hours: On-Call Manager

Telephone Number: 866) 546-3696 Fax Number: (714) 956-3745

Email Address: limbdown@wcainc.com Mobile Number: ()

Company Name & Address	Contact Name and Telephone Number	Project Function
		No Subcontractors to be used

Listed below are subcontractor(s) anticipated by Contractor to perform services as specified in Attachment A. Substitution or addition of Contractor's subcontractors in any given project function shall be allowed only with prior written approval of County's Project Manager.

SUBCONTRACTORS

The substitution or addition of other key individuals in any given category or classification shall be allowed only with prior written approval of County Project Manager or designee.

II.

Name	Classification/ Designation	Year of Experience	Years with Company	Professional Licenses or Credentials
Kris Burbidge	Area Manager	20 Years	20 Years	#WE 9566 AUM
Samuel Jimenez	Area Supervisor	12 Years	12 Years	#WE 11109AT
Andrew Pineda	GIS Analyst	5 Years	3 Years	#WE12738A
Dane Jensen	Safety & Training Office	10 Years	3 Years	#WE 12014A
Timothy Crothers	Planet Health Care Manager	15 Years	10 Years	#WE7655BUM

*Please reference Section B, "Project Team" for additional information on staff qualifications.

Respondents must identify all key staff members proposed to be assigned to the Contract if awarded to Respondent. Respondent shall provide the following information on each proposed staff member to be assigned to the Proposed Contract. Use additional sheets as needed.

KEY PERSONNEL

I.

STAFFING PLAN

ATTACHMENT D

COUNTY OF ORANGE

RFP# 012-C030928-CW: Tree Care and Maintenance Services

Part 3: Respondent Proposal



INTRODUCTION OF FIRM

WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing over 1,000 full-time employees providing tree maintenance and management services. We are proudly serving over 330 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

COMPANY INFORMATION

President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 1000000956
Members of Laborers' Union: LiUNA!

CORPORATE OFFICE

2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES

Fresno, CA
Indio, CA
Phoenix, AZ
Pinole, CA
Riverside, CA
Sacramento, CA
San Diego, CA
San Francisco CA
San Jose, CA
Stockton, CA
Ventura, CA

CONTRACT ADMINISTRATION

Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 956-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT

Mario Gonzalez
2200 E. Via Burton St.
Anaheim, CA 92806
Phone (714) 991-1900
Email: mgonzalez@wcainc.com

EMERGENCY RESPONSE 24/7

866-LIMB-DOWN

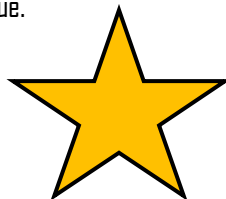
OUR VISION

As a corporate citizen, WCA's responsibility and accountability are to the communities where we do business. We hold ourselves to the highest standards of ethical conduct and environmental responsibility, communicating openly with our customers and the communities in which we work. It is our goal and vision to lead the industry in state-of-the-art urban tree care and management services.

Tree care professionals serving communities who care about trees.

100% CUSTOMER SATISFACTION

Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer's valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.



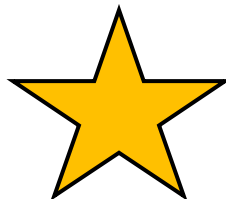
90+ ISA Certified Arborists



45+ Years Experience (Similar Size & Scope)



1,000+ Qualified Employees



Less than 2% turnover ratio for service staff



Local Office Anaheim



1,500+ Pieces of Equipment (Owned)

CORPORATE CAPABILITIES

West Coast Arborists, Inc., is committed to successfully completing each project in accordance with the specifications, budget, schedule and with the highest quality of service. Our customers' satisfaction is a direct result of our means to carry out each project. Listed below are some of our corporate capabilities, which not only provide a sense of comfort and confidence to our customers, but also assure them of our continuous ability to carry out the duties of managing their urban forest. **We will provide all of the services included in Section III, Attachment A, "Scope of Work."**

- In business continuously and actively since 1972
- Contractor's License C61/D49, C27, C31, A, B, C21
- Over \$8,500,000 line of credit available
- Bonded by ARCH, an A+ rated company
- Over 1,000 employees
- Over 330 contracts with public agencies
- Over 90 Certified Arborists
- Over 150 Certified Treeworkers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 675,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 18,500 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$120 million annually
- Fleet of 1,500+ pieces of equipment



Active Memberships:

Tree Care Industry Association (TCIA)

- International Society of Arboriculture (ISA)
- League of California Cities (LCC)
- California Parks & Recreation Society (CPRS)
- Association of California Cities- Orange County (ACCOG)
- Maintenance Superintendents Association (MSA)
- California Landscape Contractors Association (CLCA)
- Street Tree Seminar (STS)
- California Urban Forest Council (CaUFC)
- American Public Works Association (APWA)

State of California
Department of Industrial Relations

Contractor Information

Legal Entity Name Corporation Active 1000000956 07/01/19 06/30/22 2200 E. VIA BURTON ANAHEIM 92806 CA United States of America 2200 E. VIA BURTON ANAHEIM 92806 CA United States of America vgonzalez@wcainc.com License Number (s) CSLB:366764	WEST COAST ARBORISTS, INC.
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dca DEPARTMENT OF CONSUMER AFFAIRS
CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number: **366764** Entity: **CORP**

Business Name: **WEST COAST ARBORISTS INC**

Classifications: **C61/D49 C27 A C21 B C31**

Expiration Date: **12/31/2022** www.cslb.ca.gov

dpr CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
 1001 I STREET
 SACRAMENTO, CALIFORNIA 95814

ISSUED: January 01, 2020
 EXPIRES: December 31, 2021

Pest Control Business - Main LICENSE
 LICENSE NO. 39575

Invalid if insurance and/or qualified person(s) lapse before expiration date.

Mailing Address WEST COAST ARBORISTS, INC. 2200 E VIA BURTON ST ANAHEIM, CA 92806	Business Location WEST COAST ARBORISTS, INC. 2200 E VIA BURTON ST ANAHEIM, CA 92806
--	--

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
 THIS LICENSE IS NOT TRANSFERABLE - ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE

IMPLEMENTATION PLAN

To ensure the quality of work and the level of service expected, WCA abides by a well-defined quality control plan that incorporates the following:

- Certified personnel
- Safety
- Pruning specifications and guidelines
- Sound equipment
- Public relations
- Proper traffic control
- State-of-the-art communication systems

Special shifts including weekends and evenings can be arranged in accordance with the Agency's specifications.

Project/Area Manager:

Kris Burbidge

ISA Certified Arborist #WE 9566 ALUM

ISA Tree Risk Assessment Qualification

QAL #41223 B

TCIA Certified Treecare Safety Professional #2968

ATSSA Traffic Control Supervisor #528245

The project Area Manager will be the central point of contact and will work cooperatively with Agency staff, local residents and business owners, etc. The Area Manager will provide overall field supervision and crew management.

Daily Management

Daily management will consist of, but not be limited to:

- Email notification complete with location, crew, equipment type, and work description
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of work zone
- Ensure work area is left free of debris at the end of shift
- Maintain record of work completed each day
- Maintain good public relations at all times
- Provide immediate notification to Agency Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Management

Weekly management will consist of, but is not limited to:

- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication with the Agency Inspector and field crew

A

PROJECT APPROACH & UNDERSTANDING

Scheduling of Work

The Area Manager is responsible for scheduling work which shall conform to the Agency's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. Notifications will be provided to residents prior to the start of pruning operations in said area. All work will be performed in a cooperative manner as to cause the least amount of interference or inconvenience.

Public Notification

Upon Agency staff approval, WCA will post a door hanger notice prior to commencement of grid pruning (within 24-48 hours). After tree plantings, door hangers will be provided to residents instructing them on the proper care for their newly planted tree. For more comprehensive outreach we can also submit a press release for special projects or routine maintenance. The Agency may modify the procedures and materials to which we notify residents.

Communication Systems

Our use of modern and reliable communication systems affect our daily job performance by increasing our efficiency. Management and Field Personnel utilize smart phones as both navigational and communication devices in the field. Smart phones have proven to be a convenient method to input data as related to tree inventories, daily work records, timesheets, photos, and billing information; eliminating the need to handwrite data and improving customer service by minimizing response time.

Permits and Licensing

WCA will procure a City Business License as necessary and any "no-fee" permits prior to commencement of work. Permits (i.e., encroachment, traffic control, etc.) requiring fees will be charged back to the Agency.

Right-of-Way

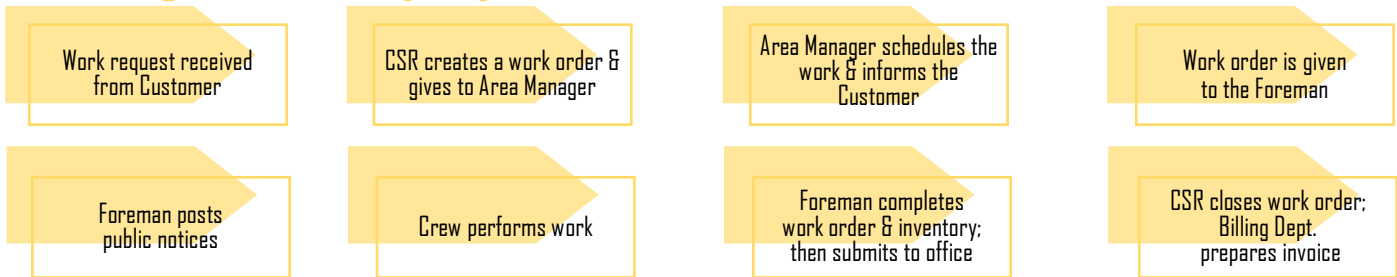
All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

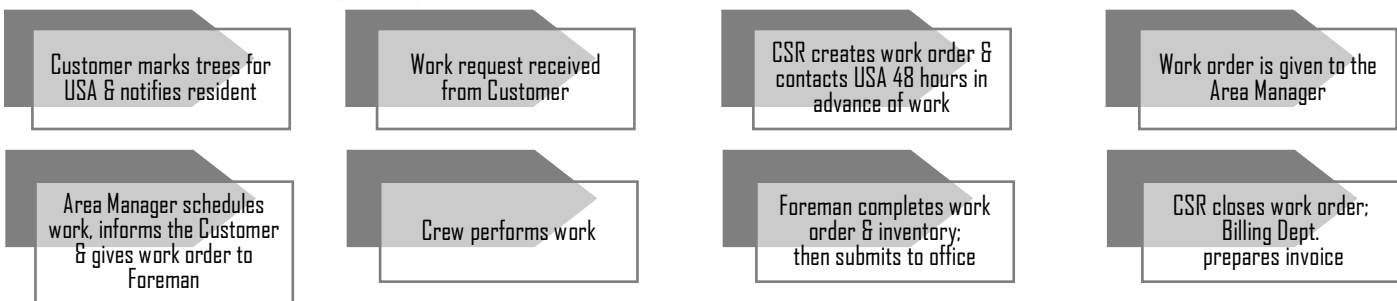
WCA will give right to operate within the project to the Agency workers and/other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

WORKFLOW TIMELINE

Grid Pruning Flowchart (30 day Completion)



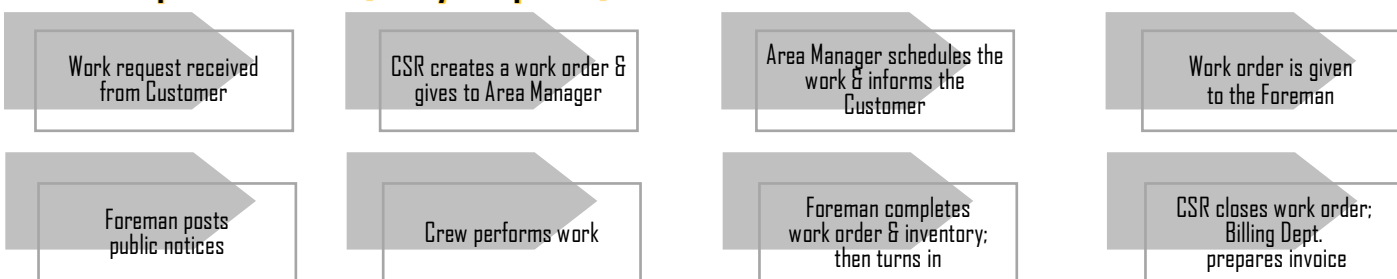
Removal Flowchart (15 day Completion)



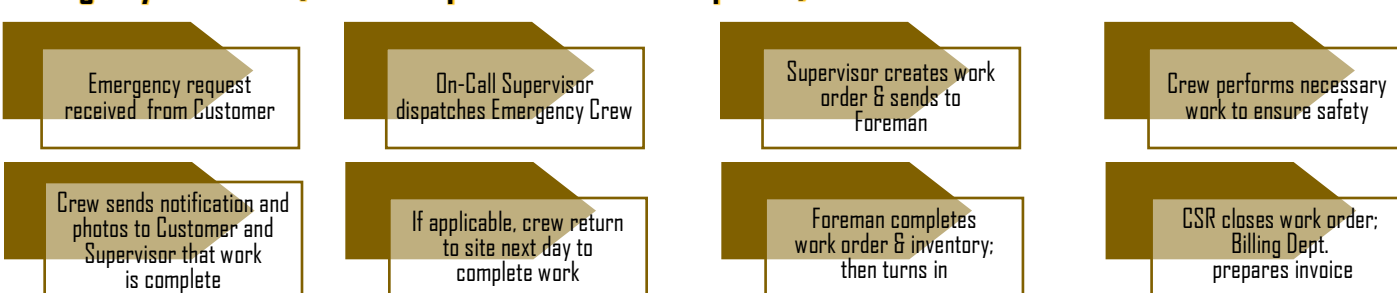
Planting Flowchart (15 day Completion)



Service Request Flowchart (15 day Completion)



Emergency Flowchart (2 Hour Response/ 24 Hour Completion)



EMERGENCY CONTACTS

TOLL FREE
866.546.2369

in case of emergency
after normal business hours

Leave a message, if you do not receive a
call back within 10 minutes, call the
following contacts in order:

SAMUEL JIMENEZ, SUPERVISOR
714.620.4489

KRIS BURBIDGE, AREA MANAGER
714.920.0567

MARIO GONZALEZ, AREA MANAGER
714.404.2997

MIKE PALAT, REGIONAL MANAGER/V.P.
714.920.4366

After confirmation from on call Manager, you can
email multiple locations to:
LIMBDOWN@WCAINC.COM

NORMAL BUSINESS HOURS
714.991-1200



SAMPLE PLANTING DOOR HANGER

A vertical door hanger for a tree planting. At the top, a red dashed circle indicates where to hang the sign. The background is a photograph of a young tree in a mulch bed with a white picket fence in the background. The text 'HELP ME GROW!' is prominently displayed in the upper middle. Below this are five circular callouts with icons and text: 1. A water drop icon, 'WATER THE TREE once (1) per week during cool months.' 2. A 'no' symbol (a circle with a diagonal slash), 'PLEASE DO NOT change or adjust the stakes.' 3. A large 'X' icon, 'PLEASE DO NOT adjust the water basin or mulch placed around the tree.' 4. A flame icon, 'KEEP THE TREE FREE of weeds and other plants.' 5. A second water drop icon, 'WATER THE TREE twice (2) per week during warm months.' At the bottom, the WCA logo is shown, followed by the text 'Services Provided By: West Coast Arborists, Inc., 2200 E. Via Burton St., Anaheim, CA 92806' and the phone number '800.521.3714'. The bottom of the hanger has a black bar with the text 'TREE CARE PROFESSIONALS SERVING COMMUNITIES WHO CARE ABOUT TREES'.

HELP ME GROW!


**WATER
THE TREE**
once (1) per week
during cool
months.


**WATER
THE TREE**
twice (2) per week
during warm
months.


**PLEASE
DO NOT**
change or adjust
the stakes.


**PLEASE
DO NOT**
adjust the water
basin or mulch
placed around
the tree.


**KEEP THE
TREE FREE**
of weeds and
other plants.



Services Provided By:

West Coast Arborists, Inc., 2200 E. Via Burton St., Anaheim, CA 92806

800.521.3714

TREE CARE PROFESSIONALS
SERVING COMMUNITIES WHO CARE ABOUT TREES



Project Site Maintenance

Work site will be left free of debris at the end of each workday. We will not discharge smoke, dust, or any other air contaminants in quantities that violate the regulations of any legally constituted authority.

Protection of Public and Private Property

WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least disturbance.

Public Convenience and Safety

WCA will comply with any and all local sound control and noise level rules, regulations, and ordinances which apply to any work performed in the contracted area. All work will cease by 5:00 pm or as directed by the Agency.

*Excluding emergency services.

Traffic Control

WCA maintains a C-31 traffic control license issued by the CSLB. We also have ATSSA Traffic Control Designers, Supervisors and Technicians on staff to complete necessary traffic control plans. Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (WATCH) and State of California Manual of Traffic Controls as well as the Agency Traffic and Safety Operating Rules. WCA will make adequate provisions to insure the normal flow of traffic over the public streets and park roads. Every effort will be made to keep commercial driveways and passageways open to the public during business hours. High visibility arrowboard (s) will be used when needed. Prior to use, the Agency will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.

Customer Service Department

As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

Complaints & Damage Resolution

Should there be any property damage, we adhere to specific procedures to resolve the problem. The Foreman on the job site will notify the resident and the Inspector immediately.

If the resident is not at home, then we will leave a WCA card with instructions to call our Claims Coordinator in our corporate office. The ultimate goal at each work site is to leave the property in the same condition as before we entered it. We will notify the Agency Representative immediately upon damage of personal property including plans for corrective measures to take place within 48

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.

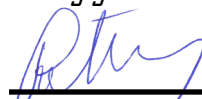
Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.



OATH OF COMMITMENT

WCA is committed to working with the County of Orange staff to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by the County and ensure staff and residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the County's budget and that the County may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

This is our oath of commitment to uphold the prestigious namesake of the County of Orange by providing gold standard tree care services.



Patrick Mahoney, President

6/3/2021

**B**

STAFF QUALIFICATIONS



WCA can provide 6 full-time crews available for bulk of annual tree trimming (Oct.—March)

INTRODUCTION

West Coast Arborist's (WCA) is a company comprised of a management team and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WORK FORCE

WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before performing work, leading a crew, or career advancement. The work performed on this contract is routine, recurring and usual. The work includes watering, trimming, pruning, planting, removal and replacement of trees and plants, and servicing of irrigation. The rates included in the Cost Proposal are based on the current prevailing wage determination for "Tree Maintenance (Laborer)."

CERTIFICATION

WCA encourages its employees to get certified through the International Society of Arboriculture, in an effort to raise the standard of professional tree care companies. This standard exemplifies our company's commitment to providing customers with competent, knowledgeable certified workers. WCA employs a large number of ISA Certified Arborists and ISA Certified Tree Workers.

CREW EVALUATION

WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.

PROJECT TEAM

Experience & Resumes



KRIS BURBIDGE

Area Manager

ISA Certified Arborist #WE 9566 AUM
ISA Tree Risk Assessment Qualification
QAL #141223 B
TCIA Certified Treecare Safety Professional #2968
ATSSA Traffic Control Supervisor #528245

Kris has been with WCA for over 15 years. He started working in the customer service department and transitioned to Area Manager 7 years. As an Area Manager he is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is in charge of field operations, customer service, and management of crews throughout Southern Orange County. Kris is actively involved in the tree care industry and receives a minimum of 15 hours credit annually in arboriculture continued learning education credits.



SAMUEL JIMENEZ

Area Supervisor

ISA Certified Arborist/
Tree Worker Climber #WE 1109AT
TCIA CTSP # 3546
ISA Tree Risk Assessment Qualified

Sam joined WCA in 2009 as a groundman and worked his way to Foreman and eventually Supervisor. As Site Supervisor, Sam is a full-time employee who speaks fluent English. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with contract administrators and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He will also assist in employee training programs, maintain records, and file daily reports and receipts.



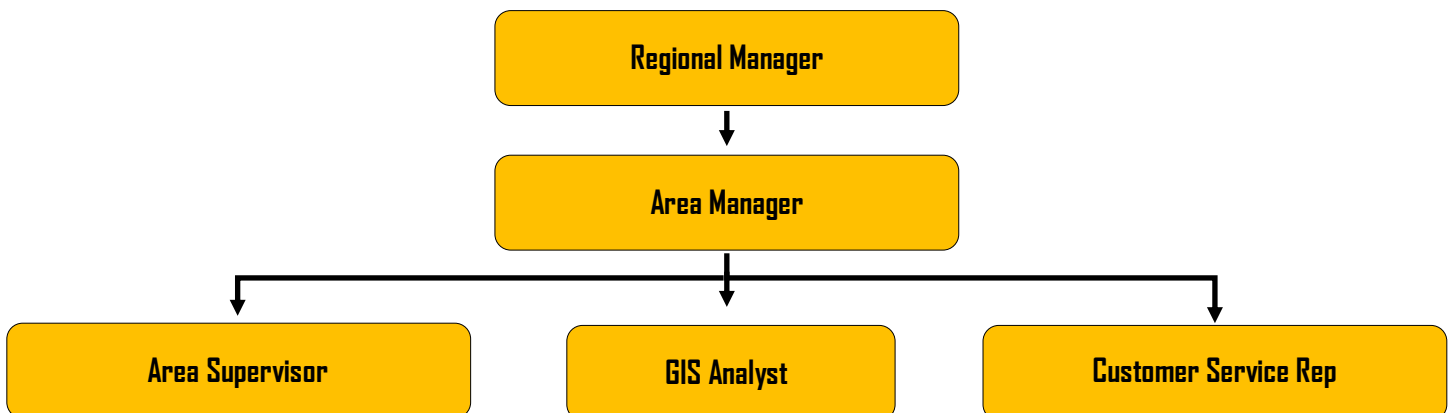
ANDREW PINEDA

GIS Analyst

ISA Certified Arborist #WE-12738A

Mr. Pineda has been with WCA since 2018. As WCA's GIS Analyst, he works on a wide range of projects including tree inventories scope and collection, iTree analysis, tree canopy assessments, tree planting prioritization, ArborAccess training, grant funded tree planting projects, and much more. He has worked with tree inventories of all sizes from small campus inventories with less than 5,000 trees to large California cities with over 140,000 trees. He has in-depth knowledge and understanding of tree inventories, urban forestry best practices, and spatial data. He has also participated in the conversion of tree inventories and the newest version of ESRI ArcGIS.

Organizational Structure



SUPPORT STAFF

Meet the Team



LISA GRANILLO
Customer Service Rep. (CSR)

As the CSR (Customer Service Representative), Ms. Granillo is responsible for providing support to the Area Manager, Site Supervisor and crew. She is to act as a liaison between the company and it's clients as well as the general public. Ms. Granillo is responsible for responding to customer service inquires and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.



DANE JENSEN
Safety & Training Manager

ISA Certified Arborist #WE 12014A
TCIA Certified Treecare Safety Professional #3303
ISA Tree Risk Assessment Qualified

Ensures safety company-wide which includes the development, implementation and review of the company's in-house training programs, crew safety audits, and the company's Injury & Illness Prevention Program. Training topics include a full-circle from proper pruning techniques, arboriculture, to customer service and everything in between. Dane has over 10 years of experience working in the arboriculture and is a veteran of the United States Marine Corps.



TIM CROTHERS
Plant Health Care Manager

ISA Board Certified Master Arborist #WE-7655BUM
CA Dept. Pesticide Regulation QAL #145321 B, D
ISA Tree Risk Assessment Qualified & TLC Wildlife Aware

WCA's PHC program is managed in-house; no subcontracting is used. Our staff is trained and licensed by the CA Dept. of Pesticide Regulation. Mr. Crothers has been with WCA since 2012 and oversees our *in-house* Qualified Applicators (QAL) and Pest Control Advisors (PCA). Our program goes beyond standard chemical applications as Tim has helped WCA develop an efficient Integrated Pest Management program. Inspection, diagnosis and treatments are available as-needed.

EXECUTIVE STAFF

From marketing, contract administration, field and fleet management, to information technology, our Executive Staff is involved in the day-to-day operations supporting each Project Team and customer to ensure the highest quality of tree care is being achieved in the industry.



Patrick Mahoney
President



Richard Mahoney
Secretary



Rose Epperson
Treasurer



Andrew Trotter
V.P.—Operations



Chris Crippen
V.P.—I.T



Victor Gonzalez
V.P.—Business Development



Randy Thompson
Vice President



Debbie DePasquale
Vice President



Michael Palat
Vice President



Nick Alago
Vice President



Ernesto Macias
Vice President




Jason Pinegar
Vice President

dpr DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL
QUALIFIED APPLICATOR LICENSE

LICENSE #: **108147** EXPIRES: **12/31/2021**
Categories: ABCF Issued: 1/1/2020

AARON Y NIEBLAS
2200 E VIA BURTON ST
ANAHEIM, CA 92806



This License must be shown to any representative of the Director or Commissioner upon request.

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST®

Samuel Jimenez

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



Luana Vargas
Director of Credentialing Services
International Society of Arboriculture

Luana Vargas
Caitlyn Polihan
Executive Director
International Society of Arboriculture

WE-11109AT 14 Sep 2019 31 Dec 2022
Certification Number Certified Since Expiration Date




#0247
150005-11024
Personnel Certification Program
ISA Certified Arborist

dpr DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

QAL
QUALIFIED APPLICATOR LICENSE

LICENSE #: **145321** EXPIRES: **12/31/2022**
Categories: BD Issued: 1/1/2021

TIMOTHY A CROTHERS
2200 E VIA BURTON ST
ANAHEIM, CA 92806




This License must be shown to any representative of the Director or Commissioner upon request.

INTERNATIONAL SOCIETY OF ARBORICULTURE
TREE RISK ASSESSMENT QUALIFICATION

Kris O. Burbidge

Having successfully completed the requirements established by the International Society of Arboriculture, the above named is hereby recognized as ISA Tree Risk Assessment Qualified.



Luana Vargas
Director of Credentialing Services
International Society of Arboriculture

Luana Vargas
Caitlyn Polihan
Executive Director
International Society of Arboriculture


7 Mar 2014 7 Mar 2024
Issue Date Term of Validity End Date

dpr DEPARTMENT OF PESTICIDE REGULATION
LICENSING/CERTIFICATION PROGRAM

PCA
AGRICULTURAL PEST CONTROL ADVISER LICENSE

LICENSE #: **128017** EXPIRES: **12/31/2022**
Categories: ABEG Issued: 1/1/2021

CRISTAN A FALCO
1318 E WALNUT CREEK PKWY
WEST COVINA, CA 91790



This License must be shown to any representative of the Director or Commissioner upon request.

INTERNATIONAL SOCIETY OF ARBORICULTURE
CERTIFIED ARBORIST®

Andrew Pineda

Having successfully completed the requirements set by the International Society of Arboriculture, the above named is hereby recognized as an ISA Certified Arborist



Luana Vargas
Director of Credentialing Services
International Society of Arboriculture

Luana Vargas
Caitlyn Polihan
Executive Director
International Society of Arboriculture

WE-12738A 14 Sep 2019 31 Dec 2022
Certification Number Certified Since Expiration Date



#0247
150005-11024
Personnel Certification Program
ISA Certified Arborist

***Additional certifications for staff available upon request.**

1,000+

Employees

LiUNA!

In partnership with the Laborer's International Union of North America
Higher Standards + Exemplary Training = Superior Employees

ISA Certified

93

Arborists

5

Board Certified Master Arborists

150

Tree Workers

WCA staff is trained to design and implement Traffic Control Plans.

ATSSA



1

Certified Urban Forester

112

WCA Certified Utility Line Clearance Workers

18

ISA Certified Utility Specialists

50

TCIA Certified Tree Care Safety Professionals

11

ISA Municipal Specialist

1

Nursery in Placentia & Dedicated Manager

6

Information Technology Specialists

75

Fleet Mechanics

11

NCCCO Certified Crane Operators

Unique Capabilities

PHC

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

1

Advisors

14

Applicators



WILDLIFE PROTECTION

WCA's VP of Field Operations is a key contributor in identifying and developing the first ever Best Management Practices guidelines for Tree Care for Birds and Other Wildlife.



95

WCA has 95 staff members certified through the Wildlife Aware and Wildlife Training Institute.



ISA Board Certified Master Arborists

Michael Palat #WE-6541 BUM
Kelley Gilleran #WE-7061 B
Tim Crothers #WE-7655 BUM
Cris Falco #WE-7490 B
Eugene Bordson #WE-10777 BT

Registered Consulting Arborists

Cris Falco, RCA #557
Kelley Gilleran, #688
Timothy Crothers, RCA #721

asca | RCA
Registered Consulting Arborist®

WCA's ISA Certified Arborists

Employee Name	Cert #	Employee Name	Cert #
ADAN BALTAZAR REYNAGA	<u>WE-778BAT</u>	JOSE M. CORTEZ TORRES	<u>WE-8539AUT</u>
ANDREW JOSEPH PINEDA	<u>WE-12738A</u>	JOSE M. MUNIZ GARCIA	
ANDREW R. TROTTER	<u>WE-0642AU</u>	JOSE M. CHAVARRIA MANZO	<u>WE-11210AT</u>
BENJAMIN EUGENE BORDSON	<u>WE-10777A</u>	JOSE MANUEL PEREZ	<u>WE-0818AT</u>
BRIAN C. KIRKEGAARD	<u>WE-10476AT</u>	JOSEPH BARTOLO	<u>WE-2034AU</u>
BRIAN M. KOCH	<u>WE-0341A</u>	JOSEPH NICK ALAGO	<u>WE-4396AU</u>
CALVIN F. HAUPT	<u>WE-7634A</u>	JUAN ORTIZ	<u>WE-8514AT</u>
CURTIS PATRICK WORTH	<u>WE-10972AUT</u>	JULIO C. GARCIA VAZQUEZ	<u>WE-1175AT</u>
DANE JENSEN	<u>WE-12014A</u>	JUSTIN LEE MENZEL	<u>WE-11756A</u>
DANIEL CHAVARRIA	<u>WE-10292AT</u>	KANAMI MARIE OTANI	
DANIEL MAHONEY	<u>WE-10434A</u>	KRIS BURBIDGE	<u>WE-9566AUM</u>
DEBORAH DEPASQUALE	<u>WE-3812A</u>	LEONARDO RAMOS	<u>WE-11264AT</u>
EDIBERTO SERNA SALAZAR	<u>WE-11051AT</u>	LEONEL CORTEZ	<u>WE-8625AT</u>
EDUARDO VARGAS	<u>WE-11058AT</u>	LORENZO PEREZ	<u>WE-7443AT</u>
ELOY MARQUEZ	<u>WE-11566AT</u>	MANUEL BRIANO	<u>WE-8791AT</u>
ERNESTO J. F. MACIAS	<u>WE-7120AUM</u>	MARCO A. PADILLA JIMENEZ	<u>WE-8621AT</u>
FELIX HERNANDEZ	<u>WE-2037AT</u>	MARIA MUNOZ-CAMPOS	<u>WE-8267A</u>
FERNANDO MENDOZA	<u>WE-10135AM</u>	MARIO A. GONZALEZ	<u>WE-13119A</u>
FRANCIS LEO MALABUYOC	<u>WE-12279AT</u>	MATED ARVIZU	<u>WE-10151AT</u>
GENARD VICENTE CORONEL	<u>WE-12740A</u>	MICHAEL ALAN DA SILVA II	<u>WE-12483A</u>
GERARDO PEREZ	<u>WE-9131AT</u>	MICHAEL ANTHONY NUNES	<u>WE-12943A</u>
GERARDO MARTINEZ GARCIA	<u>WE-11358A</u>	MICHAEL LOUIS YOUNG	<u>WE-11687AT</u>
GONZALO REGALADO	<u>WE-9952AT</u>	MITCHELL ANDREW OWENS	<u>WE-12619AT</u>
HECTOR MONTES	<u>WE-8079AUT</u>	NESTOR VALENCIA	<u>WE-11359A</u>
HERMINIO PADILLA	<u>WE-7552AUTM</u>	PATRICK O. MAHONEY	<u>WE-1172A</u>
HUGO ANGEL RINCON	<u>WE-8710AT</u>	RANDY J. THOMPSON	<u>WE-1043A</u>
IGNACIO LOPEZ	<u>WE-7329AU</u>	REBECCA A. MEJIA	<u>WE-2355A</u>
ISAAC GARZA, JR.	<u>WE-8889A</u>	RENE ROSALES	<u>WE-7941AT</u>
ISAIAS BARAJAS MACIAS	<u>WE-10979AT</u>	RICHARD R. MAHONEY	<u>WE-1171A</u>
ISIDRO ESTRADA BARBOZA	<u>WE-11685A</u>	ROBERT A. WRIGHTSON	<u>WE-10411A</u>
J. ALONSO GARCIA-LOPEZ	<u>WE-8499A</u>	ROBERT D. THOMPSON	<u>WE-0915AU</u>
JAIME ROGELIO HERNANDEZ	<u>WE-5297AT</u>	ROSE M. EPPERSON	<u>WE-1045A</u>
JAMES PAUL SPECK II	<u>WE-10858AT</u>	RYAN R. COLBERT	<u>WE-13154A</u>
JASON PINEGAR	<u>WE-2039AU</u>	SAMUEL JIMENEZ	<u>WE-11109AT</u>
JASON ROSS DAVLIN	<u>WE-7628A</u>	SEAN PATRICK SULLIVAN	<u>WE-10050AT</u>
EFFERY B. WILLIAMS	<u>WE-1100AT</u>	SHAWN A. GUZIK	<u>WE-3182AU</u>
JEREMY PAUL PIERCE	<u>WE-12566A</u>	STEFAN B. KALLENBERG	<u>WE-10730AT</u>
JOEL LOPEZ	<u>WE-10871AT</u>	STEPHEN GLENN DAVIS, JR.	<u>WE-10894ATM</u>
JOHN LEE PINEDA	<u>WE-10367AUT</u>	STEVE B. HUNT	<u>WE-1044AT</u>
JORGE MAGANA	<u>WE-3460A</u>	TIMOTHY R. PATTERSON	<u>WE-12037A</u>
JOSE ALFREDO GONZALEZ	<u>WE-6475AT</u>	VICTOR M. GONZALEZ	<u>WE-7175AM</u>
JOSE INEZ MANCILLA	<u>WE-10983TA</u>	WALLACE BURCH	<u>WE-0713AT</u>
JOSE LUIS ABALOS	<u>WE-8734A</u>	WILLIAM STEVE PONCE	<u>WE-6461A</u>
JOSE LUIS DELREAL	<u>WE-11231AT</u>		
ADAN RODRIGUEZ	<u>WE-11281T</u>	BRIAN YOUNG NORTON	<u>WE-12678T</u>
ADOLFO S. RUIZ	<u>WE-11294T</u>	CANDELARIO PRIEGO	<u>WE-12781T</u>
ALFREDO ANGEL LOPEZ	<u>WE-11334T</u>	CARLOS IXTA	<u>WE-11106T</u>
ANDRES ROMAN	<u>WE-11285T</u>	CARLOS LEYVA BARAJAS	<u>WE-12620T</u>
ANTHONY DOUGLAS FONG II	<u>WE-12051T</u>	CARLOS RAMOS	<u>WE-11263T</u>
ANTONIO CASTELLANOS	<u>WE-11203T</u>	CELEDONIO R. MANZANO OLEA	<u>WE-10984T</u>
ANTONIO GARCIA CONTRERAS	<u>WE-11173T</u>	CELESTINO PEREZ	<u>WE-11243T</u>
ARIEL ALONSO	<u>WE-10906T</u>	CESAR WENCESLAD	<u>WE-10968T</u>
ARMANDO SOTO	<u>WE-11131T</u>	DANIEL RIVAS	<u>WE-10850T</u>
ARMANDO O. LOPEZ	<u>WE-10953T</u>	DELFINO AGUILAR-MORALES	<u>WE-10900T</u>
AURELIO PAZ-GUZMAN	<u>WE-11084T</u>	DEMETRIO LIRA	<u>WE-11323T</u>
BRIAN YOUNG NORTON	<u>WE-12678T</u>	DEMETRIO OSEGUERA	<u>WE-11043T</u>

WCA's ISA Certified Tree Worker/Climbers

Employee Name	Cert #	Employee Name	Cert #
EDIBERTO SERNA SALAZAR	<u>WE-11051T</u>	JOSE M. MUNIZ GARCIA	<u>WE-11686T</u>
EDUARDO AVILA	<u>WE-10812T</u>	JOSE M. CHAVARRIA MANZO	<u>WE-11210AT</u>
EDUARDO E. DAVILA LOPEZ	<u>WE-13260L</u>	JOSE MANUEL PEREZ	<u>WE-0818AT</u>
EDUARDO HERNANDEZ	<u>WE-12917T</u>	JOSE R. GRANADOS	<u>WE-11186T</u>
EDUARDO VARGAS	<u>WE-11058AT</u>	JUAN BECERRA	<u>WE-10932T</u>
EDWIN ANTONIO FUENTES	<u>WE-12777T</u>	JUAN MARQUEZ	<u>WE-10987T</u>
ELIGIO IBARRA CARDOSO	<u>WE-11197T</u>	JUAN ORTIZ	<u>WE-8514AT</u>
ELOY MARQUEZ	<u>WE-11566AT</u>	JUAN TELLEZ TAPIA	<u>WE-11137T</u>
ERNESTO GONSALEZ	<u>WE-11461T</u>	JUAN AMAADOR ARCE	<u>WE-11480T</u>
FAUSTO GUZMAN	<u>WE-11083T</u>	JUAN C. LOPEZ GARCIA	<u>WE-12918T</u>
FELIX GARCIA	<u>WE-11170T</u>	JUAN C. PENNA-ARIAS	<u>WE-12327T</u>
FELIX HERNANDEZ	<u>WE-2037AT</u>	JUAN C. TORRES-COVARRUBIAS	<u>WE-12343T</u>
FRANCIS LEO MALABUYOC	<u>WE-12279AT</u>	JULIO C. GARCIA VAZQUEZ	<u>WE-11175T</u>
FRANCISCO LOPEZ	<u>WE-10952T</u>	KYLE JAMES VIGNEAU	<u>WE-10962T</u>
FRANCISCO RAMIREZ	<u>WE-11259T</u>	LEONARDO RAMOS	<u>WE-1264T</u>
FRANCISCO VILLANUEVA	<u>WE-10965T</u>	LEONEL CORTEZ	<u>WE-8625AT</u>
FRANCISCO F. WENCESLAD BARAJAS	<u>WE-10969T</u>	LETUSA MUAAU, JR.	<u>WE-11021T</u>
FRANCISCO URENA JIMENEZ	<u>WE-11075T</u>	LORENZO PEREZ	<u>WE-7443AT</u>
GABRIEL GAMINO	<u>WE-11167T</u>	LUIS A. MUNOZ RAMIREZ	<u>WE-11023T</u>
GABRIEL MERCADO RUIZ	<u>WE-11568T</u>	LUIS P. PEREZ	<u>WE-11245T</u>
GAMALIEL MANZANO CORONA	<u>WE-12280T</u>	MANUEL BARRAGAN	<u>WE-10925T</u>
GEORGE HERNANDEZ PEREZ	<u>WE-12269T</u>	MANUEL BRIANO	<u>WE-8791AT</u>
GERARDO PEREZ	<u>WE-9131AT</u>	MARCO A. PADILLA JIMENEZ	<u>WE-8621AT</u>
GERARDO A. ORDUNO	<u>WE-11036T</u>	MARCOS RICHARD-MARTINEZ	<u>WE-10989T</u>
GERARDO MARTINEZ GARCIA	<u>WE-10997T</u>	MARCOS ALEJANDRO GAMINO	<u>WE-11482T</u>
GLENN O. WHITLOCK REEVE	<u>WE-10177BTM</u>	MATED ARVIZU	<u>WE-10151AT</u>
GONZALO REGALADO	<u>WE-9952AT</u>	MELCHOR LEMUS	<u>WE-11237T</u>
HECTOR MONTES	<u>WE-8079AUT</u>	MICHAEL ALAN DA SILVA II	<u>WE-12207T</u>
HERIBERTO CORONEL WENCESLAD	<u>WE-11218T</u>	MICHAEL LOUIS YOUNG	<u>WE-11687AT</u>
HERMINIO PADILLA	<u>WE-7552AUTM</u>	MIGUEL AYALA	<u>WE-10924T</u>
HUGO ANGEL RINCON	<u>WE-8710AT</u>	MIGUEL MACIAS	<u>WE-10978T</u>
HUMBERTO CHAVARRIA	<u>WE-11207T</u>	MITCHELL ANDREW OWENS	<u>WE-12619T</u>
ISAIAS BARAJAS MACIAS	<u>WE-10979AT</u>	NELSON R. AGUIRRE	<u>WE-10901T</u>
ISRAEL A. RAMIREZ	<u>WE-11567T</u>	NICOLAS GODINA	<u>WE-11907T</u>
J. SOCORRO GARCIA	<u>WE-11172T</u>	OSCAR GUTIERREZ	<u>WE-12783T</u>
JAIME ROGELIO HERNANDEZ	<u>WE-5297AT</u>	PEDRO CUEVAS	<u>WE-11765T</u>
JAMES PAUL SPECK II	<u>WE-10858AT</u>	PEDRO GARCIA	<u>WE-11168T</u>
JEFFERY B. WILLIAMS	<u>WE-1100AT</u>	PEDRO SANDOVAL	<u>WE-11301T</u>
JESUS A. MONTES	<u>WE-11014T</u>	PEDRO ADALBERTO HERNANDEZ	<u>WE-11095T</u>
JESUS M. SARABIA PENA	<u>WE-11450T</u>	RAMON ZUNIGA GOMEZ	<u>WE-10977T</u>
JOEL LOPEZ	<u>WE-10871AT</u>	RANULFO PERALTA CASTANEDA	<u>WE-11202T</u>
JOEL MARTINEZ	<u>WE-10992T</u>	RAUL MANZO HERNANDEZ	<u>WE-10985T</u>
JOEL ORTIZ	<u>WE-11039T</u>	RAUL TELLEZ TAPIA	<u>WE-11138T</u>
JOEL M. RIVERA	<u>WE-11273T</u>	RENE ROSALES	<u>WE-7941AT</u>
JOHN LEE PINEDA	<u>WE-10367AUT</u>	ROBERT EDWARD KNIGHT	<u>WE-11564T</u>
JORGE ARREOLA-HERNANDEZ	<u>WE-11321T</u>	ROMUALDO GAETA LUNA	<u>WE-11165T</u>
JORGE DUENAS	<u>WE-11144T</u>	SALOMON SILVA	<u>WE-11053T</u>
JORGE JIMENEZ	<u>WE-11110T</u>	SALUSTIO SANCHEZ ARROYO	<u>WE-11462T</u>
JOSAFAT MONTOYA	<u>WE-11015T</u>	SAMUEL JIMENEZ	<u>WE-11109T</u>
JOSE AGUAYO	<u>WE-10899T</u>	SANTOS MACIAS LEMUS	<u>WE-10980T</u>
JOSE JIMENEZ	<u>WE-11108T</u>	SEAN PATRICK SULLIVAN	<u>WE-10050AT</u>
JOSE JIMENEZ HERNANDEZ	<u>WE-11113T</u>	SERGIO LOPEZ-RIVERA	<u>WE-10957T</u>
JOSE RODRIGUEZ	<u>WE-11277T</u>	SERGIO MACIAS-PEREZ	<u>WE-10920T</u>
JOSE A. ALVAREZ	<u>WE-10908T</u>	TREVOR SCOTT SMITH(E2859)	<u>WE-11903T</u>
JOSE ABEL CANCINO	<u>WE-11192T</u>	TRISTON JAMES POWERS(E3662)	<u>WE-12211T</u>
JOSE AGUSTIN CARRILLO	<u>WE-11200T</u>	VENTURA GOMEZ	<u>WE-11180T</u>
JOSE ALEJANDRO VALENZUELA	<u>WE-11674T</u>	VINCENT MICHAEL TANKERSLEY	<u>WE-12793T</u>
JOSE ALFREDO GONZALEZ	<u>WE-6475AT</u>		
JOSE DE JESUS PINEDO	<u>WE-12277T</u>		
JOSE INEZ MANCILLA	<u>WE-10983T</u>		

SPECIALIZED SAFETY TRAINING

Our ISA Certified Tree Workers go through specialized testing that proves they are competent to work in trees in a safe manner that protects themselves as well as the general public. We also qualify our employees to operate in a safe and efficient manner that meets and exceeds the industry standards, these programs are WCA Qualified Level 1 Tree Trimmer, WCA Qualified Level 2 Tree Trimmer, WCA Qualified Level 3 Tree Trimmer, WCA Qualified Big Boom Operator, WCA Qualified Loader Operator, WCA Qualified Roll-Off Driver. We also qualify all drivers that operate our vehicles by conducting 2 driving test and entering them into the California DMV pull program that monitors their driving record to ensure safe driving operators.

SAFETY TRAINING PROGRAMS

Jobsite Briefing - Conducted each work day.

Weekly Tailgate - Meetings held for each crew.

On the Job Training -New employees are assigned a "buddy" with experience to assist them.

Video Training - Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association (TCIA).

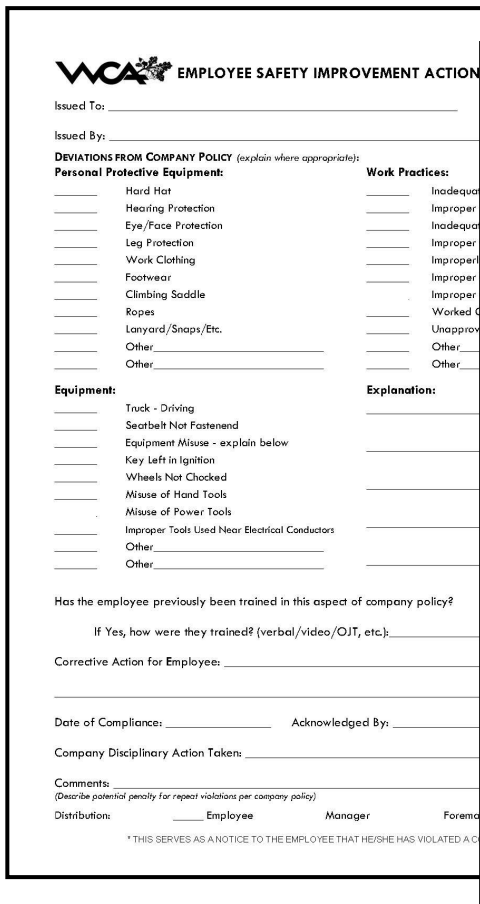
Safety Crew Lunch - This program rewards employees company-wide quarterly.

Safety Team - A 10 person committee that reviews and discusses safety procedures, problems and incentives.

Injury & Illness Prevention - Integral program to WCA's overall safety program.

Leadership Training - Continued training and study utilizing the Crew Leader Home Study Program, available through the Tree Care Industry Association (TCIA).

Certification Training - Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.



WCA EMPLOYEE SAFETY IMPROVEMENT ACTION PLAN

Issued To: _____

Issued By: _____

DEVIATIONS FROM COMPANY POLICY (explain where appropriate):

Personal Protective Equipment:	Work Practices:
_____ Hard Hat	_____ Inadequate
_____ Hearing Protection	_____ Improper
_____ Eye/Face Protection	_____ Inadequate
_____ Leg Protection	_____ Improper
_____ Work Clothing	_____ Improper
_____ Footwear	_____ Improper
_____ Climbing Saddle	_____ Improper
_____ Ropes	_____ Worked
_____ Lanyard/Snaps/Etc.	_____ Unapproved
_____ Other _____	_____ Other _____
_____ Other _____	_____ Other _____

Equipment:

_____ Truck - Driving

_____ Seatbelt Not Fastened

_____ Equipment Misuse - explain below

_____ Key Left in Ignition

_____ Wheels Not Chocked

_____ Misuse of Hand Tools

_____ Misuse of Power Tools

_____ Improper Tools Used Near Electrical Conductors

_____ Other _____

_____ Other _____

Explanation: _____

Has the employee previously been trained in this aspect of company policy?
If Yes, how were they trained? (verbal/video/OJT, etc.): _____

Corrective Action for Employee: _____

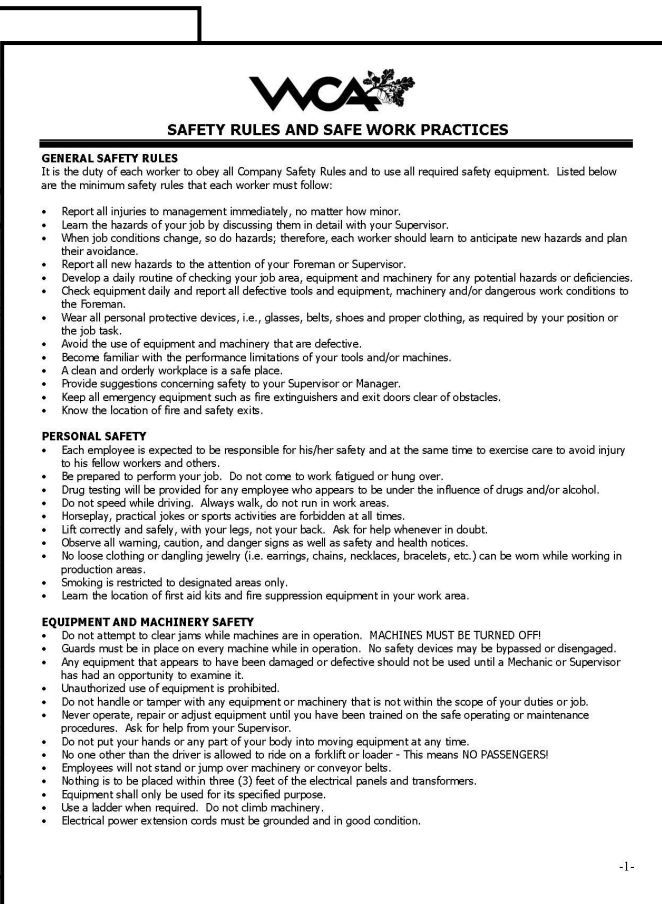
Date of Compliance: _____ Acknowledged By: _____

Company Disciplinary Action Taken: _____

Comments: _____
(Describe potential penalty for repeat violations per company policy)

Distribution: _____ Employee _____ Manager _____ Foreman _____

* THIS SERVES AS A NOTICE TO THE EMPLOYEE THAT HE/SHE HAS VIOLATED A COMPANY POLICY



WCA SAFETY RULES AND SAFE WORK PRACTICES

GENERAL SAFETY RULES

It is the duty of each worker to obey all Company Safety Rules and to use all required safety equipment. Listed below are the minimum safety rules that each worker must follow:

- Report all injuries to management immediately, no matter how minor.
- Learn the hazards of your job by discussing them in detail with your Supervisor.
- When job conditions change, so do hazards; therefore, each worker should learn to anticipate new hazards and plan their avoidance.
- Report all new hazards to the attention of your Foreman or Supervisor.
- Develop a daily routine of checking your job area, equipment and machinery for any potential hazards or deficiencies.
- Check equipment daily and report all defective tools and equipment, machinery and/or dangerous work conditions to the Foreman.
- Wear all personal protective devices, i.e., glasses, belts, shoes and proper clothing, as required by your position or the job task.
- Avoid the use of equipment and machinery that are defective.
- Become familiar with the performance limitations of your tools and/or machines.
- A clean and orderly workplace is a safe place.
- Provide suggestions concerning safety to your Supervisor or Manager.
- Keep all emergency equipment such as fire extinguishers and exit doors clear of obstacles.
- Know the location of fire and safety exits.

PERSONAL SAFETY

- Each employee is expected to be responsible for his/her safety and at the same time to exercise care to avoid injury to his fellow workers and others.
- Be prepared to perform your job. Do not come to work fatigued or hung over.
- Drug testing will be provided for any employee who appears to be under the influence of drugs and/or alcohol.
- Do not speed while driving. Always walk, do not run in work areas.
- Horseplay, practical jokes or sports activities are forbidden at all times.
- Lift correctly and safely, with your legs, not your back. Ask for help whenever in doubt.
- Observe all warning, caution, and danger signs as well as safety and health notices.
- No loose clothing or dangling jewelry (i.e. earrings, chains, necklaces, bracelets, etc.) can be worn while working in production areas.
- Smoking is restricted to designated areas only.
- Learn the location of first aid kits and fire suppression equipment in your work area.

EQUIPMENT AND MACHINERY SAFETY

- Do not attempt to clear jams while machines are in operation. MACHINES MUST BE TURNED OFF!
- Guards must be in place on every machine while in operation. No safety devices may be bypassed or disengaged.
- Any equipment that appears to have been damaged or defective should not be used until a Mechanic or Supervisor has had an opportunity to examine it.
- Unauthorized use of equipment is prohibited.
- Do not handle or tamper with any equipment or machinery that is not within the scope of your duties or job.
- Never operate, repair or adjust equipment until you have been trained on the safe operating or maintenance procedures. Ask for help from your Supervisor.
- Do not put your hands or any part of your body into moving equipment at any time.
- No one other than the driver is allowed to ride on a forklift or loader - This means NO PASSENGERS!
- Employees will not stand or jump over machinery or conveyor belts.
- Nothing is to be placed within three (3) feet of the electrical panels and transformers.
- Equipment shall only be used for its specified purpose.
- Use a ladder when required. Do not climb machinery.
- Electrical power extension cords must be grounded and in good condition.

-1-

Pictured left: Sample Safety Improvement Action Plan Form & Safety Rules and Safe Work Practices review sheet.

B

TECHNICAL APPROACH

INVENTORY SOFTWARE- ARBORACCESS

Our tree management program sets us apart from other companies. With nearly 2,000 active users, ArborAccess and our mobile app will help you easily manage your urban forest with ease and convenience. Tree site attributes include location (utilizing GPS coordinates), species type, and parkway size. Features allow you to view and edit work history records and create work orders directly from the field, all from our secure cloud.

The information contained in ArborAccess is live data that can also be linked directly to a GIS program, such as ArcView, for geo-coding purposes and can assist your Agency in meeting GASB34 requirements. ArborAccess provides an unlimited resource of information regarding your urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA with regional offices located throughout California and Arizona. Each office has the ability to provide software training to our customers. We are also available to provide training sessions on-site at the customer's discretion. On-site training is proven to be effective as it provides a guided hands-on experience.

We offer periodic tree maintenance and management workshops each year. These free workshops are provided to our customers regionally and educate over 250 people annually. They have proven to be a great round-table and networking opportunity for the different agencies in attendance. Presentations are provided by WCA management staff and complimented with guest speakers in the industry. Certified Arborists and Tree Workers who attend are eligible to receive continuing education credits (CEU's) from the International Society of Arboriculture.

The success of any urban forest program depends on the proper management of information. Unlimited telephone and/or email support is available to answer technical questions and aid staff in the use of the software system. Software training and support is included in the cost associated with the inventory data collection.

WCA has completed **300+** GPS tree inventories.



ARBORACCESS FEATURES

- Ease of use
- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping

LIST TRACKING SYSTEM

The List Tracking Report in ArborAccess is a useful tool in the management of incoming work. This report allows both parties to track specific jobs as they are ordered by the Agency. Proper use of this system enables the Agency and WCA to track the completion of work that is ordered.

BILLING

WCA, Inc. operates a modern invoicing system that is updated on a daily basis. Progress billings will be submitted to the Customers on a bi-weekly basis, unless otherwise requested. Invoices will reflect an amount complete for the billing period, along with a year-to-date total for that job. Each billing will include a listing of completed work by address, tree species, work performed and appropriate data acceptable to the customer. This information will be supplied in hardcopy and immediately accessible on ArborAccess. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess.

SAMPLE MANAGEMENT TOOLS

DETAILED TREE SITE CHARACTERISTICS

The advanced technology provides a valuable tool to urban forestry professionals by displaying specific tree site information along with a representative photograph of the species type and a recommended maintenance field. ArborAccess' built-in quality control features assist in data accuracy. As maintenance is performed, the work history is updated and accompanied with bi-weekly invoices. This process eliminates the need for dual-inputting and helps keep the tree inventory current and accurate.

MAINTENANCE RECORDS

Accurate maintenance records for each location oftentimes can assist the Agency with liability claims. Maintaining a detailed history of the work performed at each location demonstrates good faith in preserving its urban forest. It is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

SAMPLE AGENCY SPECIES FREQUENCY REPORT

	Botanical	Common	Total	Pct.
	Liquidambar styraciflua	AMERICAN SWEETGUM	4,781	14.36%
	Lagerstroemia indica	CRAPE MYRTLE	2,008	6.03%
	Ulmus parvifolia	CHINESE ELM	1,963	5.90%
	Fraxinus velutina 'Modesto'	MODESTO ASH	1,820	5.47%
	Cupaniopsis anacardioides	CARROTWOOD	1,568	4.71%
	Fraxinus velutina	ARIZONA ASH	1,259	3.78%
	Pinus canariensis	CANARY ISLAND PINE	1,191	3.58%
	Grevillea robusta	SILK OAK	1,141	3.43%
	Pistacia chinensis	CHINESE PISTACHE	1,127	3.39%
	Liriodendron tulipifera	TULIP TREE	1,076	3.23%
	Other	OTHER	15,355	46.13%
	Total Trees		33,289	100%

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Tees at an Address
- Estimated Tree Value

INVENTORY CONVERSIONS

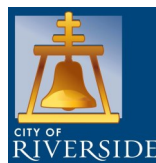
WCA, Inc. understands that data collection associated with tree inventories can be time consuming and costly. On occasion, new customers of ours have existing inventories previously collected by other companies. In an effort to help our new customer preserve their tree inventory and conserve their budget, we provide our diligence in converting the available data into our software and management program, ArborAccess. Below are references of some recent data conversions from programs like **ArborPro** and **Tree Keeper**.



County of Orange Parks
Inventory Converted: 2014
Tree Sites: 45,794
Est. Tree Value: \$178,585,450



City of Palm Springs
Inventory Converted: 2018
Tree Sites: 15,537
Est. Tree Value: \$53,977,140



City of Riverside
Inventory Converted: 2018
Tree Sites: 123,150
Est. Tree Value: \$394,686,730



City of Santa Clarita
Inventory Converted: 2018
Tree Sites: 15,356
Est. Tree Value: \$34,491,480



UC Irvine
Inventory Converted: 2017
Tree Sites: 19,711
Est. Tree Value: \$41,167,140



Modern Fleet consisting of
1500+
pieces of equipment.



EQUIPMENT INVENTORY

EQUIPMENT

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications as required.

CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

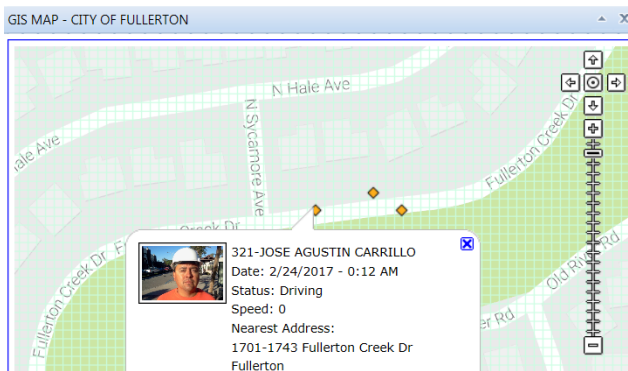
Telematics Fleet Solutions

WCA has partnered with Telematics to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers

EQUIPMENT LIST SUMMARY:

Pick Up Trucks	318
Aerial Lift Devices	321
95' Aerial Devices	15
Dump Trucks	181
Flat Beds	39
Forklifts	6
Arrowboards	73
ATVs	4
Stump Grinders	59
Loaders	70
Rubber Track Loader	1
Root Pruners	2
Rolloff Trucks	50
Saw Mill	2
Log Skidder	1
Back Hoes	1
Brush Chippers	170
Cranes	5
Toyota Prius	11
Toyota Yaris	8
Ford CMAX	4



IN-HOUSE FLEET MAINTENANCE

We currently have more than 1,500 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ over 50 full-time mechanics that perform an in-house fleet maintenance program. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time. Equipment is assigned to different crews and if the crew is shared with another contract the equipment will be as well.

PREVENTATIVE MAINTENANCE PROGRAM

All WCA equipment goes through our Preventative Maintenance program. From our solar powered arrow boards, to our Freightliner Roll Off trucks. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time.

SUSTAINABILITY

Over the last few years, we have invested heavily in new equipment in an effort to keep our fleet modern, comply with state requirements, meet demand and reduce our effects on the environment. We understand with a fleet as large as ours that we are responsible for the amount of emissions our vehicles produce and actively make an effort to monitor and reduce our carbon footprint.



PRUNE CLASSIFICATIONS

Grid Prune- Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 25% of the live foliage removed at a given time.

Full Prune/Crown Reduction- Crown reduction is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be reduced. A full prune is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a full prune shall have more than 25% of the live foliage removed at a given time.

Service Requests

A Service Request Prune includes tree maintenance services on designated tree(s) as ordered by the Agency Arborist or designee. Pruning may include structural pruning, crown raising, crown cleaning or pruning to reduce/restore the crown. Whichever work type is ordered by the Agency, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. Work assignments from the Agency may require mobilization from one tree site to another within the Agency.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Small Tree Care

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement

B

SERVICE APPROACH & METHODOLOGY

Palm Trunk Skinning

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

Root Pruning

We strongly recommend against any root pruning, however, should the Agency elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away.

Tree Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification.

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.

Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Flag hanging
- Holiday light installation
- Changing ball park lights
- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.

Plant Health Care

Tim Crothers, Plant Health Care Manager

- ISA Board Certified Master Arborist WE-7655 BUM
- DPR Qualified Pest Control Applicator #145321
- QAL Category B & D

Our PHC program managed by Tim Crothers goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest

Wildlife Protection

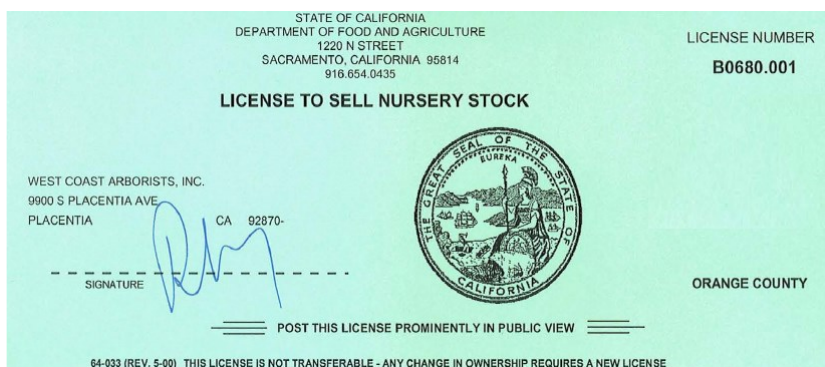
Part of our training program includes training crews on current bird nesting laws as well as BMPs for tree maintenance and nesting birds. The protection of birds, especially during nesting season, is critical to providing responsible tree maintenance.

ABILITY TO ACQUIRE, PURCHASE & STAGE TREES

Cities expect the highest quality of new trees, proven varieties and an organization with the knowledge and skills to provide them with the latest and most reliable information available related to tree planting. By meeting these expectations, we're able to contribute to the success of reforestation projects within communities. In order to complete successful tree planting programs, cities can rely on us to locate, acquire and purchase different tree species.

As part of our Corporate Capability, we are financially able to purchase large quantities of trees for planting projects. Being familiar with over 50 nurseries in California, allows us to obtain the best tree available from a broad and plentiful stock. The process by which we obtain trees is quite simple: First, we utilize our database of nurseries, and contact several of them requesting specific trees with their prices.

Upon locating the availability of trees, we then perform a tree pre-inspection at the nursery. When time is of the essence, nurseries will provide us with photos either by mail or by e-mail for our review. Once the trees are purchased, and depending on the size of the project, we have them delivered to our facility in Placentia, Brea, or if possible, at a staging area within the Agency. It is through this process that we have planted an average of 14,000 trees for all of our customers each year during the past three years.



GREEN WASTE

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily-increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.



MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to a yard in Irvine where a firewood retailer splits and resells the firewood to local residents.

B

SUSTAINABILITY: RECYCLING

STREET TREE REVIVAL, our wood recycling program has become an important component of our approach to urban forest management. 25 years ago, we started our urban wood recycling program in collaboration with the California Department of Forestry and Fire Protection (CDF). Since a number of trees require removal, it was important to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand of trees from natural forests.



REMOVE



REPLANT



REPURPOSE



TRACK



MILL



DRY



GREEN WASTE SAMPLE REPORT

An important element of our firm's operation is recycling the debris generated through our pruning and removal services. The tree debris is typically converted into wood chips on site and then unloaded at an alternative site. In an effort to be efficient to our customers, we have combined everything into one simple report to include the tonnage, composition of debris disposed of (ex: chip, brush, logs, palm, stump grind debris or mixed), and the manner and location of disposition. The information is entered into our system daily and updates appear automatically in ArborAccess. We will then provide documentation to the City as requested.

CITY OF ORANGE			Green Waste Report			
From 7/1/2020 to 3/11/2021			Job #: All			
Date	Job #	Truck #	Recycling Site	Material	Weight in Tons	Amount
7/1/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	9.73	145.95
7/6/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE	STUMP GRIND DEBRIS	8.61	129.15
7/6/2020	56374	R78	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	15.66	234.90
7/7/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE	CHIP	4.23	63.45
7/8/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE	STUMP GRIND DEBRIS	10.88	163.20
7/8/2020	56374	D62	CITY OF ORANGE			
7/9/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE			
7/9/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE			
7/9/2020	56374	D62	CITY OF ORANGE			
7/10/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			
7/13/2020	49482	R78	TIERRA VERDE INDUSTRIES IRVINE			
7/14/2020	49482	R78	GREEN ARMY			
7/14/2020	56374	D62	CITY OF ORANGE			
7/15/2020	49482	R78	GREEN ARMY			
7/16/2020	56374	D62	CITY OF ORANGE			
7/21/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			
7/21/2020	56374	R55	TIERRA VERDE INDUSTRIES IRVINE			
7/22/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			
7/22/2020	56374	R55	TIERRA VERDE INDUSTRIES IRVINE			
7/23/2020	56374	R55	TIERRA VERDE INDUSTRIES IRVINE			
7/23/2020	56374	D62	TIERRA VERDE INDUSTRIES IRVINE			



March 8, 2021

West Coast Arborists
2200 E. Via Burton St.
Anaheim, CA 92806

RE: Tree Trimmings / Greenwaste Diversion at Tierra Verde Industries (TVI)

To whom it may concern:

Please accept this letter as our confirmation of tree trimmings / greenwaste diversion activities for your firm on an as-needed basis. TVI has been providing recycling services since 1997 and specifically to your firm for almost fifteen (15) years.

The TVI EcoCentre at the Great Park is a fully permitted diversion facility and is located at 8065 Marine Way in Irvine, CA; TVI operates under State Solid Waste Facility Permit #30-AB-0403. Under our permit, greenwaste / compostable materials diversion is one of the many authorized activities we are allowed.

The TVI Eco-Centre receives chipper trucks and roll-off loads of segregated tree trimmings / greenwaste from your firm, for diversion from landfill disposal and processing into marketable soil products. As a result of WCA and TVI efforts, we are able to divert 100% of the segregated greenwaste delivered to us from landfill disposal.

The first process that these materials undergo is an initial grinding to a specific size. Depending upon the end product being made, an additional grinding and screening may occur. Finally, these materials are used to make a variety of soil amendments, landscape mulches, or even biofuel to generate electricity. TVI has been in business more than twenty (20) years manufacturing these products at its facility in Irvine.

If you have any questions or comments, please feel free to call me at (949) 551-0363.

Sincerely,

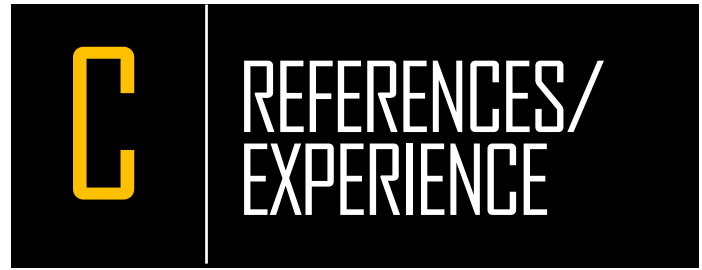
Darren Ross

TIERRA VERDE INDUSTRIES

Mailing Address: P.O. Box 279 • Irvine, CA 92650-0279
(949) 551-0363 • (949) 551-1532 Fax

CURRENT CONTRACT WORK EXPERIENCE

WCA, Inc. understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.



CITY OF LAGUNA NIGUEL



Annual Budget: \$ 250,000
Contact: Jerry Sollom, Park Maint. & Contract Sup.
Address: 30111 Crown Valley Pkwy., Laguna Niguel, CA 92677
Phone: (949) 362-4349

SINCE 2004

WCA provides complete tree maintenance services for the City. We maintain the City's 6,000 trees by providing various services including but not limited to removals, planting and emergency urban forestry services.

CITY OF FULLERTON



Annual Budget: \$ 2,500,000
Contact: Phil Kisor, Landscape Maint. Supt.
Address: 116 S. Basque Ave., Fullerton, CA 92633
Phone: (714) 738-5345
Email: philk@cityoffullerton.com

SINCE 1998

As part of the tree care service, WCA updates the City's own tree inventory. As part of this program, we collect and provide to the City an automated record of the work completed and submit it to the City for updates. Together we are able to prune trees more efficiently, while the City is able to maintain accurate work records and monitor predictable tree trimming schedules and guarantee the residents and businesses top quality tree care.

CITY OF HUNTINGTON BEACH



Annual Budget: \$ 1,000,000
Contact: Denny Bacon, Maint & Operations Mgr.
Address: 17371 Gothard St., Huntington Beach, CA 92647
Phone: (714) 960-8861
Email: denny.bacon@surfcity-hb.org

SINCE 1995

We provide complete urban forestry management for more than 60,000 trees, including tree pruning, removals, planting, and emergency services. In an effort to maintain a sustainable urban forest, we also provide inventory updates to the City's own inventory database. We have performed successfully in the City for four years.

CITY OF ANAHEIM



Annual Budget: \$ 1,500,000
Contact: Dan Debassio, PW Superintendent
Address: 1426 East Vermont, Anaheim, CA 92805
Phone: (714) 765-4461
Email: ddebassio@anaheim.net

SINCE 2007

The City of Anaheim maintains their large tree population of 102,014 by utilizing the Call Management feature on ArborAccess, our inventory and management system. Since they began utilizing this feature there has been 12,329 call records were input alone.

CITY OF TUSTIN



Annual Budget: \$ 920,000
Contact: Jason Churchill, Field Services Mgr.
Address: 300 Centennial Way, Tustin, CA 92780
Phone: (714) 573-3023
Email: jchurchill@tustinca.org

SINCE 1993

WCA has operated in the City of Tustin since 1993. The city and WCA has formed a successful corporate partnership. We provide complete urban forestry management for more than 15,000 City-owned trees, including tree pruning, removals, planting, and emergency services.

FIRM EXPERIENCE

Listed below are current contracts (in alphabetical order) valued over \$1,000,000 annually.
These contracts represent WCA corporate capabilities to provide superior and professional work to public agencies.

CUSTOMER	DURATION	ANNUAL CONTRACT AMOUNT
City of Anaheim/Anaheim Utilities	Since 2007	\$ 1,750,000.00
City of Beverly Hills	Since 2000	\$ 1,300,000.00
City of Corona	Since 2010	\$ 1,300,000.00
City of Fullerton	Since 1998	\$ 2,500,000.00
City of Glendale	Since 2015	\$ 3,300,000.00
City of Huntington Beach	Since 2008	\$ 1,000,000.00
City of Long Beach	Since 2016	\$ 5,000,000.00
City of Palo Alto	Since 2016	\$ 1,400,000.00
City of Sacramento	Since 2015	\$ 2,000,000.00
City of San Diego	Since 2015	\$ 2,000,000.00
City and County of San Francisco	Since 2017	\$ 3,500,000.00
City of Santa Ana	Since 2015	\$ 1,700,000.00
City of Santa Monica	Since 2011	\$ 1,100,000.00
County of LA	Since 2015	\$ 4,300,000.00
County of Orange	Since 2013	\$ 4,500,000.00
Riverside Public Utilities	Since 2016	\$ 2,000,000.00

EXPERIENCE (SIMILAR SIZE & SCOPE)

The references listed above are all current contracts displaying WCA's capabilities to provide the necessary manpower, experience, and equipment to manage Cities and Counties that require a heightened level of attention, expectation and need in comparison to other types of customers (i.e., HOA's, commercial and residential).

WCA, Inc. specializes in tree care for municipalities and public agencies. WCA, Inc. does not provide residential service or sub-contract.

EXPERIENCE- CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA



CITY OF AGOURA HILLS
 CITY OF ALAMEDA
 CITY OF ALHAMBRA
 CITY OF ANAHEIM
 CITY OF ARTESIA
 CITY OF AZUSA
 CITY OF BALDWIN PARK
 CITY OF BELL
 CITY OF BELLFLOWER
 CITY OF BEVERLY HILLS
 CITY OF BREA
 CITY OF BRENTWOOD
 CITY OF BUENA PARK
 CITY OF BURBANK
 CITY OF CAMARILLO
 CITY OF CARLSBAD
 CITY OF CARMEL-BY-THE-SEA
 CITY OF CARPINTERIA
 CITY OF CARSON
 CITY OF CERRITOS
 CITY OF CHINO HILLS
 CITY OF CHOWCHILLA
 CITY OF CITRUS HEIGHTS
 CITY OF CLAREMONT
 CITY OF COACHELLA
 CITY OF CONCORD
 CITY OF CORDONA
 CITY OF CORDONADO
 CITY OF COSTA MESA
 CITY OF COVINA
 CITY OF CULVER CITY
 CITY OF DANA POINT
 CITY OF DAVIS
 CITY OF DEL MAR
 CITY OF DIAMOND BAR
 CITY OF DUARTE
 CITY OF EL CAJON
 CITY OF EL CERRITO
 CITY OF ENCINITAS
 CITY OF FILLMORE
 CITY OF FONTANA
 CITY OF FRESNO
 CITY OF FULLERTON
 CITY OF GARDEN GROVE
 CITY OF GARDENA
 CITY OF GILROY
 CITY OF GLENDALE
 CITY OF GLENORA
 CITY OF HUNTINGTON BEACH
 CITY OF IMPERIAL BEACH

CITY OF INDIO
 CITY OF IRVINDALE
 CITY OF LA CANADA FLINTRIDGE
 CITY OF LA HABRA
 CITY OF LA MESA
 CITY OF LA MIRADA
 CITY OF LA PALMA
 CITY OF LA PUENTE
 CITY OF LA VERNE
 CITY OF LAGUNA BEACH
 CITY OF LAGUNA HILLS
 CITY OF LAGUNA NIGUEL
 CITY OF LAKE ELSINORE
 CITY OF LAKEWOOD
 CITY OF LODI
 CITY OF LOMITA
 CITY OF LOMPOC
 CITY OF LONG BEACH
 CITY OF LOS ALAMITOS
 CITY OF LOS ALTOS
 CITY OF LOS ANGELES
 CITY OF MADERA
 CITY OF MANHATTAN BEACH
 CITY OF MAYWOOD
 CITY OF MENLO PARK
 CITY OF MILPITAS
 CITY OF MISSION VIEJO
 CITY OF MONROVIA
 CITY OF MONTCLAIR
 CITY OF MONTEBELLO
 CITY OF MONTEREY
 CITY OF MONTEREY PARK
 CITY OF MOORPARK
 CITY OF MORENO VALLEY
 CITY OF MORGAN HILL
 CITY OF MOUNTAIN VIEW
 CITY OF MURRIETA
 CITY OF NEWARK
 CITY OF NORCO
 CITY OF NORWALK
 CITY OF OAKLEY
 CITY OF OCEANSIDE
 CITY OF ONTARIO
 CITY OF ORANGE
 CITY OF OXNARD
 CITY OF PALO ALTO
 CITY OF PARAMOUNT
 CITY OF PERRIS
 CITY OF PLACENTIA
 CITY OF PLEASANTON
 CITY OF POMONA
 CITY OF PORTERVILLE
 CITY OF POWAY
 CITY OF RANCHO PALOS VERDES

CITY OF REDLANDS
 CITY OF RIALTO
 CITY OF RIVERSIDE
 CITY OF ROSEMEAD
 CITY OF ROSEVILLE
 CITY OF SACRAMENTO
 CITY OF SAN BERNARDINO
 CITY OF SAN DIEGO
 CITY OF SAN DIMAS
 CITY OF SAN FERNANDO
 CITY OF SAN GABRIEL
 CITY OF SAN JACINTO
 CITY OF SAN JOSE
 CITY OF SAN JUAN CAPISTRANO
 CITY OF SAN MARCOS
 CITY OF SAN RAMON
 CITY OF SANTA ANA
 CITY OF SANTA BARBARA
 CITY OF SANTA CLARA
 CITY OF SANTA FE SPRINGS
 CITY OF SANTA MARIA
 CITY OF SANTA MONICA
 CITY OF SANTA PAULA
 CITY OF SANTEE
 CITY OF SIERRA MADRE
 CITY OF SIGNAL HILL
 CITY OF SOLANA BEACH
 CITY OF SOUTH PASADENA
 CITY OF SOUTH SAN FRANCISCO
 CITY OF STOCKTON
 CITY OF SUNNYVALE
 CITY OF TEMECULA
 CITY OF TEMPLE CITY
 CITY OF THOUSAND OAKS
 CITY OF TORRANCE
 CITY OF TRACY

CITY OF TULARE
 CITY OF TUSTIN
 CITY OF UNION CITY
 CITY OF UPLAND
 CITY OF VENTURA
 CITY OF VICTORVILLE
 CITY OF VISALIA
 CITY OF VISTA
 CITY OF WALNUT
 CITY OF WEST COVINA
 CITY OF WEST HOLLYWOOD
 CITY OF WEST SACRAMENTO
 CITY OF WHITTIER
 CITY OF WOODLAND
 CITY OF YORBA LINDA
 COUNTY OF ALAMEDA
 COUNTY OF COLUSA
 COUNTY OF CONTRA COSTA
 COUNTY OF FRESNO
 COUNTY OF LOS ANGELES
 COUNTY OF MONTEREY
 COUNTY OF ORANGE
 COUNTY OF RIVERSIDE
 COUNTY OF SAN BERNARDINO
 COUNTY OF SAN DIEGO
 COUNTY OF SAN JOAQUIN
 COUNTY OF TULARE
 COUNTY OF YOLO
 TOWN OF ATHERTON
 TOWN OF LOS GATOS

ATTACHMENT C**COST PROPOSAL**

Routine Annual Tree Maintenance and Other High Volume Work			
<u>Work Description</u>	<u>Tree DBH</u>	<u>Unit</u>	<u>Unit Cost</u>
Full Prune	0" - 6"	EA	55.00
Full Prune	7" - 12"	EA	75.00
Full Prune	13" - 18"	EA	125.00
Full Prune	19" - 24"	EA	150.00
Full Prune	25" - 30"	EA	175.00
Full Prune	31" - 36"	EA	175.00
Full Prune	36"+	EA	325.00
Crown Raise/Clearance Prune	0" - 6"	EA	35.00
Crown Raise/Clearance Prune	7" - 12"	EA	35.00
Crown Raise/Clearance Prune	13" - 18"	EA	45.00
Crown Raise/Clearance Prune	19" - 24"	EA	45.00
Crown Raise/Clearance Prune	25" - 30"	EA	55.00
Crown Raise/Clearance Prune	31" - 36"	EA	55.00
Crown Raise/Clearance Prune	36"+	EA	85.00
Prune Date Palm	N/A	EA	85.00
Prune Fan Palm	N/A	EA	85.00
Prune all other Palm Species	N/A	EA	50.00
Palm Frond Removal in Excess of 3 Years Growth	N/A	LF	20.00
Palm Trunk Skinning in Excess of 10 feet	N/A	LF	20.00
Palm Trunk Skinning Less Than 10 feet	N/A	LF	20.00
Tree Removal with Stump Grinding	0" - 6"	EA	100.00
Tree Removal with Stump Grinding	7" - 12"	EA	250.00
Tree Removal with Stump Grinding	13" - 18"	EA	495.00
Tree Removal with Stump Grinding	19" - 24"	EA	495.00
Tree Removal with Stump Grinding	25" - 30"	EA	695.00
Tree Removal with Stump Grinding	31" - 36"	EA	695.00
Tree Removal with Stump Grinding	36"+	EA	895.00
Tree Removal w/o Stump Grinding	0" - 6"	EA	75.00
Tree Removal w/o Stump Grinding	7" - 12"	EA	195.00
Tree Removal w/o Stump Grinding	13" - 18"	EA	295.00
Tree Removal w/o Stump Grinding	19" - 24"	EA	350.00
Tree Removal w/o Stump Grinding	25" - 30"	EA	500.00
Tree Removal w/o Stump Grinding	31" - 36"	EA	500.00
Tree Removal w/o Stump Grinding	36"+	EA	795.00

Root Pruning	N/A	LF	25.00
Root Barrier	N/A	LF	25.00
Hand Watering	N/A	HR	94.00
Hourly Work/Crew Rental (Incl. all personnel and equip.)	N/A	HR	94.00
Inventory Entry	N/A	EA	6.00

Low Volume Work

<u>Work Description</u>	<u>Tree DBH</u>	<u>Unit</u>	<u>Unit Cost</u>
Full Prune	0" - 6"	EA	55.00
Full Prune	7" - 12"	EA	75.00
Full Prune	13" - 18"	EA	125.00
Full Prune	19" - 24"	EA	150.00
Full Prune	25" - 30"	EA	175.00
Full Prune	31" - 36"	EA	175.00
Full Prune	36"+	EA	325.00
Crown Raise/Clearance Prune/Hanging or Down Limb	0" - 6"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	7" - 12"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	13" - 18"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	19" - 24"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	25" - 30"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	31" - 36"	EA	94.00
Crown Raise/Clearance Prune/Hanging or Down Limb	36"+	EA	94.00
Prune Date Palm	N/A	EA	85.00
Prune Fan Palm	N/A	EA	85.00
Prune all other Palm Species	N/A	EA	50.00
Palm Frond Removal in Excess of 3 Years Growth	N/A	LF	20.00
Palm Trunk Skinning in Excess of 10 feet	N/A	LF	20.00
Palm Trunk Skinning Less Than 10 feet	N/A	LF	20.00
Tree Removal with Stump Grinding	0" - 6"	EA	100.00
Tree Removal with Stump Grinding	7" - 12"	EA	250.00
Tree Removal with Stump Grinding	13" - 18"	EA	495.00
Tree Removal with Stump Grinding	19" - 24"	EA	495.00
Tree Removal with Stump Grinding	25" - 30"	EA	695.00
Tree Removal with Stump Grinding	31" - 36"	EA	695.00
Tree Removal with Stump Grinding	36"+	EA	895.00
Tree Removal w/o Stump Grinding	0" - 6"	EA	75.00
Tree Removal w/o Stump Grinding	7" - 12"	EA	195.00
Tree Removal w/o Stump Grinding	13" - 18"	EA	295.00
Tree Removal w/o Stump Grinding	19" - 24"	EA	350.00

Tree Removal w/o Stump Grinding	25" - 30"	EA	500.00
Tree Removal w/o Stump Grinding	31" - 36"	EA	500.00
Tree Removal w/o Stump Grinding	36"+	EA	795.00
Root Pruning	N/A	LF	25.00
Root Barrier	N/A	LF	25.00
Hand Watering	N/A	HR	94.00
Hourly Work/Crew Rental (Incl. all personell and equip.) per person/hr	N/A	HR	94.00
Inventory Entry	N/A	EA	6.00

Emergency and Priority Mobilization Fees			
<u>Work Description</u>		<u>Unit</u>	<u>Unit Cost</u>
Emergency (2 Hour Response)		EA	250.00
Priority (< 7 Day Response)		EA	250.00

Tree Pest Treatment			
<u>ISHB Work Description</u>	<u>Group</u>	<u>Unit</u>	<u>Unit Price</u>
Imidacloprid (SI)	Treatment 1	Dia./Inc h	3.25
Imidacloprid (SI), Propiconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 2	Dia./Inc h	6.50
Imidacloprid (SI), Tebuconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 3	Dia./Inc h	6.50
Propiconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 4	Dia./Inc h	4.50
Tebuconazole+Bifenthrin+Cease+Pentra bark (TS)	Treatment 5	Dia./Inc h	4.50
Bifenthrin+Cease+Pentra bark or Nufilm (TS)	Treatment 6	Dia./Inc h	3.25
Emamectin benzoate+Propiconazole (TI)	Treatment 7	Dia./Inc h	8.00
Emamectin benzoate+Propiconazole (TI), Bifenthrin+Cease+Nufilm (TS)	Treatment 8	Dia./Inc h	10.00
<u>Description</u>	<u>GSOB Work</u>	<u>Group</u>	<u>Unit Price</u>
Bifenthrin+Nufilm (TS)		Treatment 9	Dia./Inc h 3.50
Carbaryl+Nufilm (TS)		Treatment 10	Dia./Inc h 5.00
Bifenthrin+Nufilm (TS), Emamectin benzoate (TI)		Treatment 11	Dia./Inc h 11.00
Carbaryl+Nufilm (TS), Emamectin benzoate (TI)		Treatment 12	Dia./Inc h 12.00
Dinotefuran+Pentra-bark (BS)		Treatment 13	Dia./Inc h 5.00
Dinotefuran+Pentra-bark (BS) Bifenthrin+Nufilm (TS)		Treatment 14	Dia./Inc h 8.00

Dinotefuran+Pentra-bark (BS) Carbaryl+Nufilm (TS)	Treatment 15	Dia./Inch h	9.50
Emamectin benzoate (TI)	Treatment 16	Dia./Inch h	9.50
TS=trunk spray, TI= trunk injection, SI=soil injection BS=basal spray			
*Emamectin benzoate application rate shall be 6ml per diameter inch at breast height			
*All other treatment application rates shall use the high rate as listed per label			

Tree Planting (Includes tree, labor, equipment, materials and initial watering)			
<u>Container Size</u>	<u>Minimum DBH</u>	<u>Unit</u>	<u>Unit Cost</u>
15 Gallon	1	EA	190.00
24 Inch Box	1.5	EA	325.00
36 Inch Box	2.5	EA	800.00
48 Inch Box	3.5	EA	1,200.00
Fan Palm per Ft. Brown Trunk Height	8	FT	94.00

Sustainability Measures			
<u>Indicate Ability and Willingness to Provide/Conform</u>	<u>Yes</u>	<u>No</u>	
Zero emission leaf blower with max noise emission of 65db	X	-	
Bio-based bar and chain oil certified by USDA BioPreferred program	X	-	
			-

Proposed Price Escalation			
<u>Work Description</u>	<u>Unit</u>	<u>Figure</u>	
Year 4 Escalation	4 %	-	
Year 5 Escalation	4 %	-	

Bidders are encouraged to propose additional services, alternate methods, materials, etc.			
<u>Work Description</u>	<u>Unit</u>	<u>Unit Cost</u>	
Senior Tree Trimmer	HR	94.00	-
Tree Trimmer	HR	94.00	-
Groundsperson	HR	94.00	-
Arborist Services/Grant Writing	HR	154.00	-
Crane w/Operator	HR	282.00	-
95-FT Aerial Tower w/Operator	HR	188.00	-
Loader w/Roll-Off Truck & Operator	HR	94.00	-
Contaminated Disposal Fee	Ton	94.00	-
Crown Reduction Pruning	HR	94.00	-
			-

each OCLSB or DVBE, which shall price match the lowest bid or better. If the best and final bids are tied, the County shall determine the contract award based on the County’s best interest.

b. Request for Proposal - RFP

An extra five percent (5%) shall be applied to the tallied score of each certified OCLSB or DVBE to obtain the final score. If the final score of any OCLSB or DVBE matches the final score of a non-OCLSB or non-DVBE, preference shall be given to the certified OCLSB or DVBE. If two or more OCLSBs or DVBEs have the same final score, the County shall determine the contract award based on the County’s best interest.

4) Dual OCLSB and DVBE Preference provides for the following:

a. Business Certified as OCLSB and DVBE

If a State-certified OCLSB is also a State-certified DVBE, the preference given to that business shall be 8% instead of 5%. The separate OCLSB/DVBE preferences shall not be applied.

County of Orange Local Small Business (OCLSB) and/or Disabled Veteran Business Enterprise (DVBE) Affirmation

OCLSB Certification Requirements: To be certified as a Local Small Business by the County of Orange, a business shall meet (1) and (2) below:

(1) Local Business requirements:

- a) maintains their principal center of operations (i.e. headquarters) within Orange County, and;
- b) has:
 - i. a business address located in the County of Orange that is not a post office box, or
 - ii. a valid business license or certificate of occupancy issued by the County of Orange or by an Orange County city, or other documentation acceptable to the County of Orange.

(2) Small Business requirements:

- a) must be certified as a Small Business by the State of California Department of General Services (DGS); and,
- b) DGS Small Business requirements must be valid at the time of bid/proposal submittal.

DVBE Certification Requirements: To be certified as a Disabled Veteran Business Enterprise, a business must meet the following requirements:

- (1) Must be certified as a DVBE by the State of California Department of General Services (DGS); and,
- (2) DGS DVBE requirements must be valid at the time of bid/proposal submittal.

Please specify one or both preferences that apply to your business by checking below:

OCLSB DVBE

I, certify that _____, (legal company/business name) is certified as an OCLSB and/or DVBE and currently meets the respective Certification Requirements set forth above.

Print Name

Title

Authorized Signature

Date

Please check one or both below:

OCLSB Certificate attached

State of California DVBE Certification attached

County Use Only

Solicitation Number:

Solicitation Description:

File Folder Number:

101-B 12-5-23

(R-2024-205)
COR. COPY

RESOLUTION NUMBER R- 315242

DATE OF FINAL PASSAGE DEC 11 2023

A RESOLUTION OF THE COUNCIL OF THE CITY OF SAN DIEGO AUTHORIZING EXECUTION OF A COOPERATIVE PROCUREMENT CONTRACT WITH WEST COAST ARBORISTS, INC. FOR TREE MAINTENANCE SERVICES AND OTHER RELATED ACTIVITIES IN 45 MAINTENANCE ASSESSMENT DISTRICTS IN THE CITY OF SAN DIEGO, AND ALL RELATED ACTIONS.

WHEREAS, pursuant to San Diego Municipal Code (SDMC) section 22.3208(c), the City of San Diego (City) may use a cooperative procurement contract awarded by another agency where City's Purchasing Agent certifies in writing that the cooperative procurement contract is in the City's best interests, to the City's economic advantage, and the agency's contract was competitively awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager; and

WHEREAS, the City must provide for certain tree care maintenance services and other related activities (Services) in 45 Maintenance Assessment Districts (MAD) throughout the City, as further identified in Attachment 2 to the staff report in the backup materials; and

WHEREAS, the proposed Services within the MAD all exceed the baseline level of services currently provided by the City; and

WHEREAS, on September 1, 2021 the County of Orange entered into an agreement with West Coast Arborist, Inc., (WCA) for Annual Tree Care and Maintenance, Contract MA-012-22010006 (the WCA Contract) 2024, with the option to extend the Contract for four additional one year period(s) through August 31, 2026; and

WHEREAS, the City's Purchasing Agent certified in writing that the WCA Contract is in the City's best interests, to the City's economic advantage, and the WCA Contract was

competitively awarded using a process that complies with the policies, rules, and regulations developed and implemented by the City Manager; and

WHEREAS, the Office of the City Attorney has drafted this resolution based on the information provided by City staff, with the understanding that this information is complete, true, and accurate; NOW, THEREFORE,

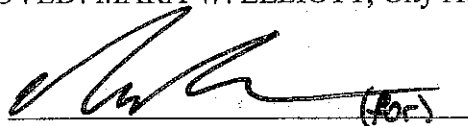
BE IT RESOLVED, by the Council of the City of San Diego, as follows:

1. The Mayor, or designee, is authorized to execute, for and on behalf of the City, a Cooperative Procurement Contract between the City of San Diego and West Coast Arborists, Inc. in accordance with the terms and conditions contained in the WCA Contract, and on file with the Office of the City Clerk as Document No. RR- 315242.

2. That the Chief Financial Officer is authorized to expend Maintenance Assessment District Funds in an amount not-to-exceed \$9,929,759 over the full term of the WCA Contract, contingent upon adoption of the Annual Appropriation Ordinance for the applicable fiscal year and contingent upon the Chief Financial Officer first furnishing one or more certificates certifying that funds necessary for expenditure are, or will be, on deposit with the City Treasury.

APPROVED: MARA W. ELLIOTT, City Attorney

By

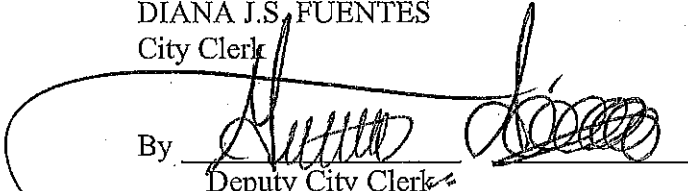


Jane M. Boardman
Deputy City Attorney


JMB:nja
10/24/2023
11/28/2023 Cor. Copy
Or. Dept: Parks and Recreation
Doc. No. 3475776_2

I certify that the foregoing Resolution was passed by the Council of the City of San Diego, at this meeting of DEC 05 2023.

DIANA J.S. FUENTES
City Clerk

By  _____
Deputy City Clerk

Approved: 12/11/23
(date)

 _____
TODD GLORIA, Mayor

Vetoed: _____
(date)

TODD GLORIA, Mayor

Passed by the Council of The City of San Diego on DEC 05 2023, by the following vote:

Councilmembers	Yeas	Nays	Not Present	Recused
Joe LaCava	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Jennifer Campbell	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Stephen Whitburn	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
District 4 - vacant	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Marni von Wilpert	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Kent Lee	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Raul A. Campillo	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Vivian Moreno	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
Sean Elo-Rivera	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

Date of final passage DEC 11 2023

(Please note: When a resolution is approved by the Mayor, the date of final passage is the date the approved resolution was returned to the Office of the City Clerk.)

AUTHENTICATED BY:

TODD GLORIA
Mayor of The City of San Diego, California.

DIANA J.S. FUENTES
City Clerk of The City of San Diego, California.

(Seal)

By [Signature], Deputy

Office of the City Clerk, San Diego, California
Resolution Number R- **315242**

Passed by the Council of The City of San Diego on December 5, 2023, by the following vote:

YEAS: LACAVA, CAMPBELL, WHITBURN, VON WILPERT, LEE, CAMPILLO,
MORENO, & ELO-RIVERA.

NAYS: NONE.

NOT PRESENT: NONE.

RECUSED: NONE.

VACANT: DISTRICT 4.

AUTHENTICATED BY:

TODD GLORIA

Mayor of The City of San Diego, California

DIANA J.S. FUENTES

City Clerk of The City of San Diego, California

(Seal)

By: Connie Patterson, Deputy

I HEREBY CERTIFY that the above and foregoing is a full, true, and correct copy of
RESOLUTION NO. R-315242 approved on December 5, 2023. The date of final
passage is December 11, 2023.

DIANA J.S. FUENTES

City Clerk of the City of San Diego, California

(Seal)

By: Connie Patterson, Deputy