

**COOPERATIVE PROCUREMENT CONTRACT BETWEEN  
THE CITY OF SAN DIEGO  
AND  
WEST COAST ARBORISTS, INC.  
FOR ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT SERVICES**

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**I. RECITALS**

A. San Diego Municipal Code (SDMC) section 22.3208 authorizes the City of San Diego (City) to use a cooperative procurement 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 Public Works Department of the County of Orange, California, issued an Invitation For Bids (IFB #080-C018426-AC) on February 16, 2018, and posted the IFB on the County of Orange's public online bidding system at OC Procurement <http://olb.ocgov.com/bids> on February 20, 2018. The deadline for submission of sealed proposals in response to the IFB (080-C018426-AC) was March 7, 2018. Therefore, the solicitation for Annual Tree Maintenance and Tree Pest Management, which resulted in the contract between the County of Orange and West Coast Arborists, Inc. (Contract MA-080-18011421) was advertised in the named 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 section 100, the County of Orange awarded the contract after completing a comprehensive, fair, and objective bidding process which included clearly defined criteria.

C. On June 18, 2018, based on the results of the competitive process, County of Orange, Public Works awarded a contract with Contractor and executed the Contract MA-080-18011421 for Annual Tree Maintenance and Tree Pest Management Services between OC Public Works and West Coast Arborists, Inc., identified as Contract MA-080-18011421, referred to as the "Agency Agreement", attached as Exhibit 1.

D. On December 19, 2019 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 the County of Orange 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 above 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 June 17, 2021, 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 five (5) 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 County of Orange or Contractor, or failure by the County of Orange 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 herein. 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 the purposes of this Contract.
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 Parks and Recreation/Golf Division. 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 & Recreation Department/Golf Division  
Attention: Edward Drobnicki, Horticulturist  
2702 N. Mission Bay Drive, San Diego, CA 92109  
edrobnicki@sandiego.gov  
(858) 581-7868

#### **IV. COMPENSATION**

1. City shall pay Contractor for the goods or services provided in accordance with this Contract in an amount not to exceed \$500,000.00. 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 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 Solicitation 080-C018426-AC for Annual Tree Maintenance and Tree Pest Management including any addenda (Exhibit 3), and Contractor's Response to County of Orange Solicitation 080-C018426-AC (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.

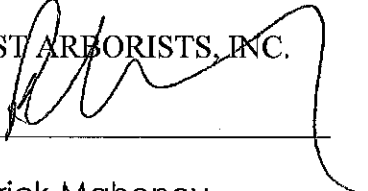
The document in highest order of precedence controls. Inconsistent provisions in the Contract Documents that address the same subject, are consistent, and have different degrees of specificity, are not in conflict and the more specific language will control. The order of precedence from highest to lowest is as follows:

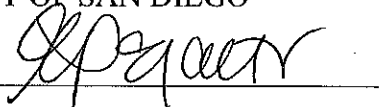
- 1<sup>st</sup> This Contract
- 2<sup>nd</sup> Agency Agreement (Exhibit 1)
- 3<sup>rd</sup> Modifications (Exhibit 2)
- 4<sup>th</sup> Contractor's Response to Solicitation (Exhibit 4)
- 5<sup>th</sup> County of Orange Solicitation and any Addenda (Exhibit 3)

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.

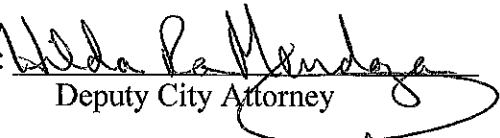
5. Public Agencies. Other public agencies as defined by California Government Code section 6500 may choose to use the terms of this Contract, subject to Contractor's acceptance. City is not liable or responsible for any obligations related to a subsequent agreement between Contractor and another public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

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

WEST COAST ARBORISTS, INC.  
By:   
Name: Patrick Mahoney  
Title: President  
Date: 1/3/20

THE CITY OF SAN DIEGO  
By:   
Name: Kristina Peralta  
Director  
Title: Purchasing & Contracting  
Date: 14 JAN 2020

Approved as to form this 15<sup>th</sup> day of January, 2020.  
MARA W. ELLIOTT, City Attorney

By:   
Deputy City Attorney  
Print Name: Welda P. Mendosa

## EXHIBIT 1

**CONTRACT MA-080-18011421**

**FOR**

**ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT  
SERVICES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**WEST COAST ARBORISTS, INC.**



**CONTRACT MA-080-18011421  
WITH  
WEST COAST ARBORISTS, INC.  
FOR  
ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT SERVICES**

THIS CONTRACT MA-080-18011421 for Annual Tree Maintenance and Tree Pest Management 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, (hereinafter referred to as "County") and West Coast Arborists, Inc., with a place of business at 2200 E. Via Burton, Anaheim, CA 92806 (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively 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 Services  
Attachment B – Payment/Compensation

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Annual Tree Maintenance and Tree Pest Management Services under a firm fixed fee Contract; and,

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

WHEREAS, Contractor agrees to provide Annual Tree Maintenance and Tree Pest Management 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/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or designee to enter into a Contract for Annual Tree Maintenance and Tree Pest Management Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

## ARTICLES

### 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 Procurement Officer 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 the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples, descriptions, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods 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 goods/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 goods 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 **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or



sustained by County by reason of the failure of the goods/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 **Article "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 the Contractor. Exercise by County of its right to terminate the 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 goods/services furnished by the 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 Requirements:**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the 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 the 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 the 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 the 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 the 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 the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the 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 States or 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 the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
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 0012, CA 00 20, or a substitute form providing coverage at least 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 the *County of Orange its elected and appointed officials, officers, agents and employees* 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 the Contractor's insurance is primary and any insurance or self-insurance maintained by the 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 the *County of Orange, its elected and appointed officials, officers, agents and employees* 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 the County of Orange, its elected and appointed officials, officers, agents and employees 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 the Contract, upon which the 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 0001 policy).

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement 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 the County's specific written approval.
- Q. **Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.
- County reserves the right to immediately terminate the Contract in the event the County determines that the assignee is not qualified or is otherwise unacceptable to the County for the provision of services under the Contract.
- 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 **article "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. **Intentionally Left Blank**
- 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:** The 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the 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 the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the 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 the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the 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 the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the 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:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

### **Additional Terms and Conditions:**

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Annual Tree Maintenance and Tree Pest Management Service 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 June 18, 2018 and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in Article 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the 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 the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the 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 the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **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.
7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The 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 the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, whose consent shall not be unreasonably withheld.

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

10. **Contractor Personnel – Reference Checks:** The 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.
11. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the 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 the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
13. **Conditions Affecting Work:** The 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 the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The 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 the County are expressly stated in the Contract.
14. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, or the agency/department Deputy Purchasing Agent:
  - A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;



- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

- 15. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 16. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.
- 17. **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 the Contractor’s Project Manager and the County’s Project Manager, as specified in Article 23. “Notices,” such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
    - 1. The 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 the County, on its own initiative, has already rendered such a final decision.
    - 2. The Contractor’s written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the 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 the Contract adjustment for which the Contractor believes the County is liable.
  - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this

Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

18. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:

1. 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).
2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
  - a. The dangers of drug abuse in the workplace;
  - b. The organization's policy of maintaining a drug-free workplace;
  - c. Any available counseling, rehabilitation and employee assistance programs; and
  - d. Penalties that may be imposed upon employees for drug abuse violations.
3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
  - a. Will receive a copy of the company's drug-free policy statement; and
  - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
2. The Contractor violates the certification by failing to carry out the requirements as noted above.

19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

20. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
21. **Equal Employment Opportunity:** The 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. The 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, the 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. The 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. The 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.

22. **News/Information Release:** The 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 the County through the County's Project Manager.
23. **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: Randy Thompson  
2200 E. Via Burton  
Anaheim, CA 90806  
Phone: 714-920-1273  
Email: RThompson@wcainc.inc

County's Project Manager: OC Public Works/Operations & Maintenance  
Attn: Kris Ruiz  
2301 N. Glassell Street  
Orange, CA 92865  
Phone: 714-955-0346  
Email: Kris.Ruiz@ocpw.ocgov.com

OC Public Works/Facilities Operations  
Attn: Jennifer Carroll  
1143 E. Fruit Street  
Santa Ana, CA 92701  
Phone: 714-667-4942  
Email: Jennifer.Carroll@ocpw.ocgov.com

cc: OC Public Works/Procurement Section  
Attn: Eddie Perkins, County DPA  
2301 N. Glassell Street  
Orange, CA 92865  
Phone: 714-667-9635  
Email: Eddie.Perkins@ocpw.ocgov.com

24. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the 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.

25. **Regional Cooperative Agreement (RCA):** 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/Contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another department or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the 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. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.
- The 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 the County, at the County's request.
26. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the 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 the County upon written request of the Contractor. Upon termination County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the 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 the Contract.
27. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
28. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the 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 the contract term, or any subsequent renewal term, if applicable.

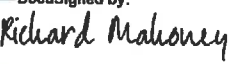
**Signature Page follows**

Signature Page

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year first above written.

**WEST COAST ARBORISTS, INC.\***

DocuSigned by: 	Patrick Mahoney	President	4/9/2018
324C79FBEE1F4FC... Signature	Name	Title	Date

DocuSigned by: 	Richard Mahoney	VP/Secretary	4/9/2018
E7EE8F89D1864DA... Signature	Name	Title	Date

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

**COUNTY AUTHORIZED SIGNATURE:**

	Eddie Perkins	Deputy Purchasing Agent	5/8/18
Signature	(Print) Name	Title	Date

ORANGE COUNTY FLOOD CONTROL DISTRICT, a body corporate and politic

**ORANGE COUNTY FLOOD CONTROL DISTRICT AUTHORIZED SIGNATURE:**

	Eddie Perkins	Deputy Purchasing Agent	5/8/18
Signature	(Print) Name	Title	Date

**APPROVED AS TO FORM:**

County Counsel DocuSigned by:  
  
By \_\_\_\_\_  
Deputy  
Date 4/11/2018

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A  
SCOPE OF WORK**

- I. SCOPE OF WORK:** Contractor shall furnish all staffing, labor, equipment, materials and incidentals required for Annual Tree Maintenance and Tree Pest Management Services. Services shall be provided on an as-needed basis as required by County.
- II. DESCRIPTION OF WORK:** This Contract is for Annual Tree Maintenance and Tree Pest Management Services at various County locations as required by County.
- A. Work to be done consists of trimming street trees for vehicle and pedestrian clearance, aesthetic tree trimming, trimming of large trees, palm tree trimming, tree removal, stump removal, GIS/GPS tree inventory, pesticide recommendation, pesticide application/injection, arborist services, reports, flood control channel right-of-way trimming, and other tree maintenance. Emergency work such as removal of hanging limbs and downed trees is also included. Locations will be at various County facilities/locations countywide in incorporated and unincorporated areas of the County of Orange and within the Orange County Flood Control District.
- B. Work locations for this Contract will include public roads within the unincorporated portions of Orange County, various County facilities in incorporated and unincorporated areas, flood control channels, and public roads in the incorporated cities for which County is under Contract to perform road maintenance. This Contract does not include work on any interstate freeway or highway, State highway, State maintained highway, or Private Street, in County or contracted cities. County shall be contacted when jurisdiction of a street or highway is in question.
- III. CONTRACTOR REQUIREMENTS:**
- A. Contractor shall hold an active D49 – Tree Service license issued by the California State Contractors License Board, License C27: Landscaping Contractor, and C61: Limited Specialty. Also Contractor shall have a license Agricultural Pest Control Adviser (PCA) and Qualified Applicator Certificate or License. Copies of the licensing and certification information shall be made available to the County upon request.
- B. All tree trimmers shall be ISA (International Society of Arboriculture) Certified Tree Workers and work under the direction of an ISA (International Society of Arboriculture) Certified Arborist.
- C. Conduct: Contractor personnel providing services under this Contract shall not be incompetent, disorderly, under the influence of alcohol or drugs, fail or otherwise refuse to perform the work properly and acceptably, or be otherwise objectionable. County expressly retains the right to request any specific Contract personnel be precluded from providing services to County under this Contract. County is not required to provide any reason for requested removal of specified Contract personnel. Contractor shall effectuate removal of the requested Contractor personnel within three (3) business days.
- D. Supervision: 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 be able to communicate effectively in English, both written and oral.

#### IV. CONTRACTOR PERFORMANCE REQUIREMENTS:

- A. All pruning shall be performed according to International Society of Arboriculture publication "Tree Pruning & Guidelines" and American National Standards Institute (ANSI) A300 & 2133.1 standards.
- B. Working Hours: Contractor shall conduct all operations between 7 a.m. and 4 p.m., Monday through Friday, on all local streets, parks, County facilities, or flood control channels, unless prior arrangements are made with County's Project Manager. Some County facilities may require work to be performed during other than normal working hours or on weekends only. All operations on arterial or collector streets will be performed between 9 a.m. and 3 p.m. Should an issue arise as to whether a street is an arterial or collector street, the final determination shall be made by County. If Contractor desires to work hours or days other than as provided, it may file a written request subject to approval stating intended operations, hours and dates, with a reason for schedule change.
- C. 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, and will make every effort to control any undue noise resulting from its operation.
- D. Dust Control: Contractor shall perform his operations in such a manner as to limit dust. Contractor will not create dust in such a quantity as to violate the South Coast Air Quality Management District (AQMD) regulations.
- E. Debris Removal: All trash and debris will be removed from work area by the end of each working day.
  - 1. At other times during the progress of work, when required, Contractor shall remove all surplus materials, rubbish, and debris resulting from the work.
  - 2. Work area will be left in a neat, clean and acceptable condition as approved by County's Project Manager.
  - 3. No stockpile of debris will be allowed at the site.
  - 4. Contractor shall pick up and dispose of materials at a site outside of County right-of-way approved for disposal of such materials.
  - 5. Any debris dropped on the public street during entrance or exit of the site will be removed immediately by Contractor.
- F. Water: Contractor shall furnish all water required for performance of this work, will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district.
- G. Utilities: Underground main distribution conduits such as water, gas, sewer, electrical power, telephone, or cable television may not be affected by the work indicated in the work packages since only surface excavation is required. Contractor shall assume that every property parcel will be served by a service connection for each type of utility and will protect all such service connection. Contractor shall contact UNDERGROUND SERVICE ALERT (USA) at (800)422-4133 for all subsurface excavation and will contact utility companies to mark locations if necessary.
- H. Parking Control: Parked cars may interfere with the work to be performed. Therefore Contractor shall post, maintain, and subsequently remove, temporary "Tow Away No Parking" signs along the streets work is to be performed no less than 24 hours prior to the start of said work. Contractor shall furnish signs per sample provided by County. Contractor shall fill in day and date for scheduled work. Contractor shall be responsible for replacing any signs which are damaged or removed in order to maintain notice to the public.



Contractor shall be responsible for the removal of all temporary "Tow Away No Parking" signs upon completion of the work in posted area.

- I. Traffic Control: Contractor shall conduct its operations in a manner which will minimize traffic congestion during A. M. and P. M. peak-hour traffic. This may require beginning work after the A. M. peak-hour traffic and ending work before the P. M. peak-hour traffic.
  1. Contractor shall maintain access to schools and commercial areas at all times during project operation.
  2. The following shall be added to Subsection 7-10.1, "Traffic and Access", of the Standard Specifications:
    - a) Spillage resulting from hauling operations along or across any publically traveled way will be removed immediately by Contractor, at its expense.
    - b) When entering or leaving roadways carrying public traffic, Contractor's equipment, whether empty or loaded, will in all cases yield to public traffic.
  3. The following shall be added to Subsection 7-10.3, "Street Closures, Detours, Barricades", of the Standard Specifications:
    - a) Special emphasis will be placed on the use of "Construction Zone Ahead" (C18R) signs at the beginning, end and all access and/or intersecting streets with roads under construction. In addition to construction zone signs, rough road signs (W33) will be used on all roads with a posted or marked bicycle trail.
    - b) Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the motoring and pedestrian public within the limits of the construction area and all its approaches, including advanced signing and barricades. Contractor shall also post proper signs to notify public regarding condition of roadway, all in accordance with provisions of the Vehicle Code and "Manual of Traffic Controls", as published by the State of California, Department of Transportation, most current edition.
  4. Flashing arrow signs, of the appropriate type per the "Manual of Traffic of Traffic Controls", latest edition, will be provided for all lane closures on all arterial highways and collector streets.
  5. Portable delineators, either conical (traffic cone) or tubular shaped plastic devices, with a minimum height of 28 inches will be used for delineation of the travel way.
  6. If the traffic cones or portable delineators are damaged, displaced or deemed unacceptable for any reason by County's Project Manager or are not in an upright position from any cause, said cones or portable delineators will immediately be replaced or restored to their original location, in an upright position, by Contractor.
  7. Contractor will maintain 11' lanes of traffic in each direction at all times.
  8. Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public that the street is under construction and of any dangerous conditions to be encountered as a result thereof, will perform their duties and will be provided with the necessary equipment in accordance with the current "Instructions to Flaggers", by the State of California, Department of Transportation. The equipment will be furnished and kept clean and in good repair by Contractor, at its expense.
  9. Should Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, County's Project Manager may direct attention to the

existence of a hazard and necessary warning and protective measures will be furnished and installed by Contractor, at its expense. Should County's Project Manager point out the inadequacy of warning and protective measures, such action on the part of County's Project Manager will not relieve Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

10. Contractor shall set up safety cones and barricades at all facilities in order to protect County staff and pedestrians.
  11. Contractor shall maintain safe working conditions at each work location.
  12. At the end of each day, all equipment and other obstructions shall be removed from the roadway.
- J. Protection and Restoration of Existing Areas: Contractor shall protect all furnishings and improvements from damage by its operations. All damage will be repaired or replaced, at the option of County, at Contractor's expense within three (3) days after notification of such damage by County's Project Manager. Repairs and/or replacements will be equal to original in all aspects.
- K. Safety: Contractor agrees to perform all work outlined in this Contract in such a manner as to meet all accepted standards for safe practices during operations and to maintain safe conditions or premises and ways at all times, including safely stored equipment, machines and materials. This includes compliance with current 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.
- L. Best Management Practices:
1. Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).
  2. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (District) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises under this Contract. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.
  3. To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater

discharges and minimize the impact of pollutants on stormwater runoff.

4. BMP Fact Sheets shall include but not be limited to the following which may be viewed and downloaded at:  
<http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities>
    - a) IC17
    - b) IC21
    - c) IC24
  5. These BMP Fact Sheets may be modified during the term of the Contract; and County's Project Manager shall provide Contractor with any such modified BMP Fact Sheets.
  6. Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.
  7. Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the County's Project Manager for review and approval prior to implementation.
    - a) County's Project Manager may visit the job sites and/or review Contractor's records at any time to assure that activities conducted on the job sites comply with the requirements of this section. Contractor may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.
- M. Identification and Scheduling of Work: County conducts recurring inspections of all County maintained roads, flood control channels, and County facilities and investigates citizen complaints. County staff documents the work with Digital photos, a short summary of the problem and required repair using a Maintenance Inspection Report (MIR) form. This report includes the specific location and Thomas Guide reference. County staff reviews, prioritizes and "packages" these reports to include several locations in the same general geographic area. Work packages, including photos, will be prepared for Contractor biweekly. Biweekly work package may include any of the work items in the Contract. Contractor will furnish a work plan indicating the day/date for work on each location in the biweekly work package. County reserves the right to insert up to five (5) additional locations into a biweekly work package at any time. When this occurs, Contractor may request County to delete one or more other work locations from that biweekly work package if the total work package, including additional work, cannot be completed during designated completion period. County will respond to Contractor requests for deletion of work by close of business the next workday.
- N. Work Completion Schedule: County will complete preparation of the biweekly work package by close of business Tuesday for the two week period beginning the following Monday. All work in the work package is to be completed by close of business the second Friday following the beginning of the work period. All work in each biweekly work package is to be completed within the two week period designated for that work package. Contractor is responsible for notifying County if weather or other conditions preclude working on some or the entire work package. Such notification shall be made within four hours of the event/occurrence.

County and Contractor are required to discuss the impact of weather or other agreed to delays in an attempt to identify these locations in the biweekly work package that cannot be completed on schedule. County will normally include deleted items in the next biweekly work package.

- O. Equipment and Tools: All equipment and tools utilized for tree pruning shall be designed for tree and shrub trimming and properly sharpened to adequately sever limb in a clean manner. **USE OF CLIMBING SPURS AND/OR SPIKED SHOES IS PROHIBITED.**
- P. Access Gates: Contractor shall be provided with keys to the access gates upon request. Contractor will 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.
- 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. In the event that County is called out to lock a gate left open by Contractor, the sum of Two Hundred and Fifty dollars (\$250.00) based on minimum call back payments, will be deducted and forfeited from any payment due to Contractor.
- Q. Tree Inventory Program: All GIS/GPS and Tree Inventory work shall be performed by "in-house" Contractor. All GIS and inventory records created by the Contractor are property of the County of Orange. Contractor shall create and maintain County tree inventory (including species) in geodatabase format and shall be fully compatible with ESRI ArcGIS newest version. GPS work shall be performed using Trimble GeoXH 6000 or better. 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.
1. Tree Inventory Updates and additions: Contractor shall provide updates of the County GIS tree inventory at no additional cost to the County. Contractor shall update inventory, including metadata, and add new entries at no additional charge to the County for any tree that is the subject of any maintenance, inspection, or evaluation action.
- R. Pesticide Usage and Reporting: Contractor shall submit Pesticide Usage Report(s) to County Project Coordinator at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment.
- S. Pests and Diseases: All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees. All trees with known or suspected PHSB, 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), which minimizes the chance of spreading infection or infestation. No additional charges for disinfection or special handling shall be allowed.
- T. PSHB/FD or other high priority pests/pathogens surveys and visual monitoring: Contractor shall perform visual surveys of OC Public Works trees from February through October, when beetle activity is easier to detect, for the presence of PSHB/FD or other high priority pests/pathogens and map its distribution. Trees that exhibit symptoms of PSHB/FD or other high priority pests/pathogens will be identified and the level of infestation will be assessed. Symptomatic trees that are located in PSHB-areas or that are non-reproductive hosts will be sampled for DNA analysis to confirm the presence of PSHB/FD or other high priority pests/pathogens. Coordinates will be recorded through either the ArcGIS Collector App for immediate updates to the County Tree Inventory. Mapping and monitoring the distribution of PSHB or other high priority pests/pathogens within the County will allow us to study the spread of the pests, progression of symptoms, and to better implement control procedures.

**V. SPECIFICATIONS:**

A. **Emergency/On-Call Work:** Contractor is required to provide 24-hour emergency phone numbers and names of a minimum of two contact individuals within one week of award of Contract. Should phone number or contact person change during the course of the Contract those changes must be provided to County.

1. Contractor may be required to provide emergency/on-call response to hanging limbs, wind damaged or down trees. This may be at night, weekends or during storm conditions. Contractor will be given specific locations and requested work to be done at each location via telephone call from County authorized representative.
2. Contractor is required to start work indicated within 90 minutes of initial telephone call and report to County authorized representative upon completion of work specified.
3. Failure by Contractor to respond to an emergency within allotted 90 minutes will result in damage for additional inspection, administration and public safety sustained.
4. One Hundred dollars (\$100.00) per hour will be deducted and forfeited from payment to Contractor for each and every hour over the 90 minutes specified with each emergency requested.
5. Work performed under emergency provision of this Contract shall be paid for on a per location basis. This shall include all labor, tools, equipment and materials necessary for doing emergency work.
6. Contractor will be required to provide all traffic control during emergency operations. Should work involve any high voltage lines, Contractor shall be required to notify responsible utility company.
7. Contractor will be allowed to stockpile debris from Emergency/On-Call work operations on parkway or along curb. Such debris will be marked with lighted barricades at each end of stockpile. Stockpile must be removed by end of next working day. At no time shall Contractor's stockpile interfere with public access to roadways, driveways or sidewalks. Stockpiles shall not be placed in such a manner as to pose a hazard to the public.
8. Full compensation for conforming to requirements of Emergency/On-Call Work includes:
  - a) Responding to telephone request with 90 minutes
  - b) Providing all traffic control
  - c) Stockpiling and barricading debris
  - d) Removing debris next working day
  - e) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.

B. **Street Tree Trimming:**

1. Trees shall be trimmed to provide a minimum clearance of 15' over roadways and 9' over walkways and parkways and all dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed. Trees will also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights.
2. Specific techniques employed shall be consistent with industry practice for size and

species of tree being trimmed. All dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed at trunk or main branch. All cuts will be ½" close, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater will be undercut to prevent splitting. Remaining limbs and branches shall not be split or broken at cut. All crossed or rubbing limbs will be removed unless removal will result in large gaps in general outline of tree.

3. Full compensation for conforming to requirements of Street Tree Trimming includes:
  - a) Trimming tree consistent with industry practice for size and species of tree
  - b) Providing all traffic control
  - c) Providing a minimum of 15' over roadways and 9' over walkways and parkways
  - d) Removing all dead, broken, damaged, diseased and/or insect infested limbs
  - e) Removing any obstruction around traffic control devices, traffic signs and streetlights
  - f) Leaving tree with a pleasing appearance
  - g) Cleanup, removal and disposal of debris and trimmings
  - h) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.

C. Aesthetic Tree Trimming:

1. Trees designated for aesthetic trimming shall be trimmed, shaped and thinned. Trimming will provide a symmetrical and aesthetically pleasing appearance typical of the species. Trees will also be trimmed to provide a minimum of 15' over roadways and 9' over walkways and parkways and all dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed. Trees will also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming may be performed to mitigate any extreme effect of clearance trimming and provide an aesthetic appearance.
2. Specific techniques employed shall be consistent with industry practice for size and species of tree being trimmed. All dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed at trunk or main branch. All cuts will be ½" close, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater will be undercut to prevent splitting. Remaining limbs and branches shall not be split or broken at cut. All crossed or rubbing limbs will be removed unless removal will result in large gaps in general outline of tree. All trees shall be thinned of smaller limbs to distribute foliage evenly.
3. Full compensation for conforming to requirements of Aesthetic Tree Trimming includes:
  - a) Trimming tree consistent with industry practice for size and species of tree
  - b) Trimming to provide a symmetrical shape and aesthetically pleasing appearance
  - c) Providing a minimum of 15' over roadways and 9' over walkways and parkways
  - d) Removing all dead, broken, damaged, diseased and/or insect infested limbs
  - e) Removing any obstruction around traffic control devices, traffic signs and streetlights
  - f) Tree shall be left with a pleasing appearance

- g) Cleanup, removal and disposal of debris and trimmings
- h) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in CONTRACT unit price bid per EACH in accordance with these Specifications and no additional compensation will be allowed therefore.

D. Trimming Trees for Volume Reduction:

1. County has an on-going program to repair sidewalks and curb and gutters damaged by tree roots. Repair of damaged concrete also includes root pruning to reduce reoccurrence of damage. In conjunction with repair of concrete, County may utilize this Contract to reduce volume of trees whose roots have been trimmed. This reduction in volume of root pruned trees is essential to reduce risk of that tree being felled by high winds.
2. Trees will also be trimmed to provide a minimum of 15' over roadways and 9' over walkways and parkways and all dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed. Trees will also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming may be performed to mitigate any extreme effect of clearance trimming and provide an aesthetic appearance.
3. Specific techniques employed shall be consistent with industry practice for size and species of tree being trimmed. All dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed at trunk or main branch. All cuts will be ½" close, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater will be undercut to prevent splitting. Remaining limbs and branches shall not be split or broken at cut. All crossed or rubbing limbs will be removed unless removal will result in large gaps in general outline of tree. All trees shall be thinned of smaller limbs to distribute foliage evenly.
4. Full compensation for conforming to requirements of Trimming Trees for Volume Reduction includes:
  - a) Thinning tree consistent with industry practice for size and species of tree
  - b) Providing a minimum of 15' over roadways and 9' over walkways and parkways
  - c) Removing all dead, broken, damaged, diseased and/or insect infested limbs
  - d) Removing any obstruction around traffic control devices, traffic signs and streetlights
  - e) Tree shall be left with a pleasing appearance
  - f) Cleanup, removal and disposal of debris and trimmings
  - g) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.

E. Palm Tree Trimming:

1. All dead, broken, damaged and/or hanging fronds will be removed up to the crown of tree. All frond bases will be sheared to within 6" of trunk. Upon completion of trimming, each tree shall have seven to nine (7 – 9) healthy fronds located at crown of tree. All other vegetation, such as ivy, growing up trunk, will be cut at ground level and removed from tree unless otherwise approved by County.

2. Full compensation for conforming to requirements of Palm Tree Trimming includes:
    - a) Thinning tree consistent with industry practice for size and species of tree
    - b) Providing a minimum of 15' over roadways and 9' over walkways and parkways
    - c) Removing all dead, broken, damaged, diseased and/or insect infested limbs
    - d) Removing any obstruction around traffic control devices, traffic signs and streetlights
    - e) Tree shall be left with a pleasing appearance
    - f) Cleanup, removal and disposal of debris and trimmings
    - g) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.
- F. Tree Removal with Stumping:
1. Trees to be removed will be marked by County with an orange cross of paint on tree to be removed. Contractor shall remove only those trees so marked. Contractor will be given a list of tree removal locations and Contractor will be responsible for contacting Underground Service Alert (USA) at (800) 422-4133 for locating of underground utilities prior to stumping operations.
  2. Trees shall be felled in a manner consistent with industry practice with primary emphasis on safety of public and protection of adjacent property.
  3. Stumps and all above ground root systems will be ground to a minimum of 12" below level of adjacent ground. Holes will be filled with resulting mulch and raked level with adjacent ground. All wood, debris and excess mulch will be removed and surrounding area will be raked and swept clean.
  4. If stump grinding does not follow within same work day as removal, tree trunk shall be left 5' above grade or a safety barricade shall be placed and maintained over stump until stump grinding is complete.
  5. Full compensation for conforming to requirements of Tree Removal with Stumping includes:
    - a) Contacting USA
    - b) Backfilling and compacting root pruning mulch
    - c) Repairing or replacing damaged utility service connections or sprinkler systems
    - d) Cleanup, removal and disposal of debris and trimmings
    - e) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.
- G. Tree Removal Only:
1. Trees to be removed will be marked by County with an orange cross of paint on tree to be removed. Contractor shall remove only those trees so marked.
  2. Trees shall be felled in a manner consistent with industry practice with primary emphasis on safety of public and protection of adjacent property.



3. Stumps shall be left at 3' above grade.
4. Full compensation for conforming to requirements of Tree Removal Only includes:
  - a) Removal of tree only
  - b) Cleanup, removal and disposal of debris and trimmings
  - c) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.

H. Stump Removal Only:

1. Stumps to be removed will be marked by County with an orange cross of paint on stump tree to be removed. Contractor shall remove only those stumps so marked. Contractor will be given a list of stump removal locations and Contractor will be responsible for contacting Underground Service Alert (USA) at (800) 422-4133 for locating of underground utilities prior to stumping operations.
2. Stumps and all above ground root systems will be ground to a minimum of 12" below level of adjacent ground. Holes will be filled with resulting mulch and raked level with adjacent ground. All wood, debris and excess mulch will be removed and surrounding area will be raked and swept clean.
3. Full compensation for conforming to requirements of Stump Removal Only includes:
  - a) Contacting USA
  - b) Backfilling and compacting root pruning mulch
  - c) Repairing or replacing damaged utility service connections or sprinkler systems
  - d) Cleanup, removal and disposal of debris and trimmings
  - e) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per Each in accordance with these Specifications and no additional compensation will be allowed therefore.

I. Vegetation Trimming – Ground Cover:

1. County may request grid trimming from time to time. During trimming of trees within a specified grid, there may be low growing shrubs and vegetation overhanging the vertical plane of the curb face or sidewalk that requires trimming to eliminate hazard to vehicles or pedestrians. Vegetation shall be trimming vertically 6" back from face of curb or edge of sidewalk unless otherwise directed by County. This item includes all vegetation/ground cover up to and including 30" in height.
2. Full compensation for conforming to requirements of Vegetation Trimming – Ground Cover includes:
  - a) Trimming vegetation up to 30" in height
  - b) Cleanup, removal and disposal of debris and trimmings
  - c) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per Linear Feet in accordance with these Specifications and no additional compensation will be allowed therefore.

J. Vegetation Trimming – Bushes and Shrubs:

1. County may request grid trimming from time to time. During trimming of trees within a specified grid, there may be low growing bushes and shrubs overhanging the vertical plane of the curb face or sidewalk that requires trimming to eliminate hazard to vehicles or pedestrians. Vegetation shall be trimming vertically 6" back from face of curb or edge of sidewalk unless otherwise directed by County. This item includes all bushes and shrubs exceeding 30" in height.
  2. Full compensation for conforming to requirements of Vegetation Trimming – Bushes and Shrubs includes:
    - a) Trimming vegetation up to 30" in height
    - b) Cleanup, removal and disposal of debris and trimmings
    - c) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per Linear Feet in accordance with these Specifications and no additional compensation will be allowed therefore.
- K. Root Pruning:
1. To minimize future damage to public sidewalks, curbs and gutter, County may use this Contract for root pruning of trees. Root pruning work will be specified on a list specifying street address and location as well as identify root pruning along sidewalk or curb. Contractor shall be responsible for contacting Underground Service Alert (USA) at (800) 422-4133 for locating of underground utilities prior to root pruning operations.
  2. Roots shall be pruned immediately adjacent to edge of sidewalk or curb or other improvement. Root pruning cuts shall be 4" wide, 16" deep as measured from top of sidewalk, curb or adjacent improvement and extend 8' in each direction from centerline of tree (16' total length).
  3. 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.
  4. 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.
  5. Contractor shall repair or replace all utility service connections or sprinkler systems with right-of-way 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 at least equal to existing improvement and shall match them in finish and dimensions.
  6. Full compensation for conforming to requirements of Root Pruning includes:
    - a) Contacting USA
    - b) Backfilling and compacting root pruning mulch
    - c) Repairing or replacing damaged utility service connections or sprinkler systems
    - d) Cleanup, removal and disposal of debris and trimmings
    - e) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.

L. Crew Rental:

1. County may request Contractor to perform tree and/or vegetation operations outside scope of previously listed work items. Contractor shall be given specific location and job description by County and meet with County prior to any work being performed. Contractor shall furnish a three (3) man crew with equipment necessary to perform the requested work.

Full compensation for conforming to requirements of Crew Rental includes:

- a) Supplying a 3 man crew with all necessary equipment
- b) Cleanup, removal and disposal of debris and trimmings
- c) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per hour in accordance with these Specifications, and no additional compensation will be allowed therefore.

M. Certified Arborist:

1. Contractor may be requested to provide a Certified Arborist to evaluate a tree or trees for removal or trimming due items such as root rot, disease, and/or bug infestation. Contractor shall be given a specific location via telephone or fax from County. Contractor shall evaluate the tree and provide a written report with recommended action within seven days of request.
2. Full compensation for conforming to requirement of Certified Arborist includes: Evaluating tree, providing written report with recommended action, furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per hour in accordance with these Specifications and no additional compensation will be allowed therefore.

N. Pesticide/Fungicide Treatment of Trees:

1. Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Adviser (PCA) and all applicable product labels and regulations.
2. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.
3. The following are pesticides that may be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback and other pests. This list is not all inclusive or exhaustive.
  - a) Propiconazole
  - b) Tebuconazole
  - c) Thiabendazole
  - d) Emamectin benzoate
  - e) Imidacloprid
  - f) Dinotefuran
  - g) Bifenthrin
  - h) Carbaryl

O. Tree Planting

1. Tree species, size, and planting shall be approved by County project manager.
2. Tree planting consists of the installation of nursery stock container or palm trees supplied by the Contractor.
3. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
4. Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.
5. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
6. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
7. Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree.
8. In excavating planting pits, the 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.
9. All 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. All container debris (e.g. strapping, box fragments, nails) shall be removed from the planting pit prior to backfilling.
10. Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding finish grade. The Contractor shall not cut or trim the root ball as a means of meeting grade standards.
11. 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 (10) percent well decomposed organic fines.
12. Contractor shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
13. Contractor shall cease backfilling when the planting pit is one-half ( $\frac{1}{2}$ ) full and apply water to remove air pockets from the backfill. Once the water has drained, Contractor shall resume backfilling the planting pit.
14. Unit Cost shall include tree, planting, watering (90 days) and with appropriate tree staking for tree, size, and location. Tree shall be under Contractor warranty for 90 days.

P. Special disposal fee:

1. In an event where contractor has special green waste that requires special handling. Contractor may charge special disposal fee for Pest infected material or any other material that may require special handling. This shall be approved by County project manager before or during project and not after.

Q. Crew rental for trees difficult to access:

1. County may request Contractor to perform tree and/or vegetation operations at locations that are difficult to access as of followed; non-maintained roads, bottom of large flood control basins, and certain flood control channels. This shall be approved by County project manager before or during project and not after. Contractor shall be given specific location and job description by County and meet with County prior to any work being performed. Contractor shall furnish a three (3 to 5) man crew with equipment necessary to perform the requested work.
2. Full compensation for conforming to requirements of Crew Rental includes:
  - a) Supplying a 3 to 5 man crew with all necessary equipment.
  - b) Cleanup, removal and disposal of debris and trimmings.
  - c) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per hour in accordance with these Specifications, and no additional compensation will be allowed therefore.

## ATTACHMENT B PAYMENT/COMPENSATION

1. **Compensation:** This is a usage Contract between the County and Contractor for Annual Tree Maintenance and Tree Pest Management Services on an as needed basis, as set forth in Attachment A, "Scope of Work

The 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

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

- A. **Pricing:** Pricing shall be per Each (EA), Linear Foot (LF), or Hourly (HR) as determined in each line item.

Line Item	Description	Unit	Unit Cost
1.	Emergency (90 minute response)	EA	\$400.00
2.	Priority (< 7 day response)	EA	\$200.00
3.	Street Tree Trimming	EA	\$28.00
4.	Aesthetic Trimming	EA	\$87.00
5.	Trimming Trees for Volume Reduction	EA	\$297.00
6.	Palm Tree Trimming (0-75 ft. height)	EA	\$47.00
7.	Palm Tree Trimming (76 ft. or greater height)	EA	\$47.00
8.	Palm Trunk Skinning in Excess of 10 feet	LF	\$10.00
9.	Tree Removal with Stumping	EA	\$440.00
10.	Tree Removal Only	EA	\$340.00
11.	Stump Removal Only	EA	\$100.00

12.	Vegetation Trimming – Ground Cover	LF	\$6.00
13.	Vegetation Trimming – Bushes and Shrubs	LF	\$6.00
14.	Root Pruning	EA	\$137.00
15.	Crew Rental	HR	\$195.00
16.	Certified Arborist	HR	\$140.00
17.	Insecticide Treatment	EA	\$100.00
18.	Fungicide Treatment	EA	\$100.00
19.	Tree Planting (0-15 gallon)	EA	\$135.00
20.	Tree Planting (24 Inch Box)	EA	\$260.00
21.	Tree Planting (36 Inch Box)	EA	\$600.00
22.	Tree Planting (48 Inch Box)	EA	\$1175.00
23.	Tree Planting (60 Inch Box)	EA	\$3375.00
24.	Palm Tree Planting (Brown Trunk Height)	FT	\$105.00
25.	Tree Inventory, Identifying, Entry and Mapping (GIS/GPS)	EA	\$4.00
26.	Pests/Pathogens Surveys and Mappings (GIS/GPS)	HR	\$140.00
27.	Special disposal fee	EA	\$100.00
28.	Crew rental for trees difficult to access	HR	\$325.00

B. **MISCELLANEOUS:** County may request similar like items not listed above to be purchased from this Contract at a price agreed upon in writing between County and Contractor at time of ordering.

C. **ANNUAL CONTRACT AMOUNT NOT TO EXCEED:**..... **\$1,615,000/YR**

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 120-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 the County of Orange. The 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 the Contract. Adjustments increasing the 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 the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The 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 the 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 the Contractor.

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

Payments made by the County shall not preclude the right of the 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:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the 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. Master Agreement (MA) or Purchase Order (PO) number
  - G. Agency/Department's Account Number
  - H. Date of invoice
  - I. Product/service description, quantity, and prices
  - J. Sales tax, if applicable
  - K. Freight/delivery charges, if applicable
  - L. Total



Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services  
Attn: Accounts Payable  
PO Box 4048  
Santa Ana, CA 92702-4048  
Email: [accountspayables@ocpw.ocgov.com](mailto:accountspayables@ocpw.ocgov.com)

Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

**EXHIBIT 2: MODIFICATIONS TO THE AGENCY AGREEMENT**

1. References. All references to “County of Orange,” “County” or “Orange County” in the Agency Agreement shall mean and be understood to be “City of San Diego”.

2. Wage Requirements.

2.1 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, the Contractor 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 sections 22.4201 through 22.4245. Contractor 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.

2.1.1 Compliance with Prevailing Wage Requirements. Pursuant to sections 1720 through 1861 of the California Labor Code, the Contractor 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.

2.1.1.1 Copies of such prevailing rate of per diem wages are on file at the City 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 [www.dir.ca.gov/OPRL/DPreWageDetermination.htm](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm). Contractor 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.

2.1.1.2 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.

## Exhibit 2

2.1.2 Penalties for Violations. Contractor 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.

2.1.3 Payroll Records. Contractor 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. Contractor shall require its subcontractors to also comply with section 1776. Contractor and its subcontractors shall submit weekly certified payroll records online via the City's web-based Labor Compliance Program. Contractor is responsible for ensuring its subcontractors submit certified payroll records to the City. Contractor and their subcontractor 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.

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

2.1.5 Working Hours. Contractor and 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.

2.1.6 Required Provisions for Subcontracts. Contractor 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, 177.1, 1775, 1776, 1777.5, 1810, 1813, 1815, 1860 and 1861.

2.1.7 Labor Code Section 1861 Certification. Contractor in accordance with California Labor Code section 3700 is required to secure the payment of compensation of its employees and by signing this Contract, Contractor 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."

2.1.8 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.

2.1.9 Contractor and Subcontractor Registration Requirements. This project is subject to compliance monitoring and enforcement by the DIR. A Contractor 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 engage in the performance of 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 2103.5 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.”

2.1.9.1 A Contractor’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.

2.1.9.2 A contract entered into with any Contractor 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, Contractor, or any subcontractor to comply with the requirements of section 1725.5 of this section.

2.1.9.3 By submitting a bid or proposal to the City, Contractor 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 Contractor shall provide proof of subcontractor registration to the City upon request.

3. City Mandated Clauses and Requirements. By signing this Contract, Contractor certifies that Contractor is aware of, and will comply with, these City mandated clauses and requirements throughout the duration of the Contract.

3.1 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.

3.2 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.

3.3 Non-Discrimination Requirements

3.3.1 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.

3.3.2 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.

3.3.3 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.

3.4 Business Tax Certificate (BTC). Any company doing business with the City of San Diego is required to obtain a Business Tax Certificate and to provide a copy of its BTC to the City before a Contract is executed.

3.5 Product Endorsement. Contractor shall comply with Council Policy 000-41 concerning product endorsement which requires that any advertisement referring to City as a user of a good or service will require the prior written approval of the Mayor.

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

3.7	<u>Insurance – Commercial General Liability</u>	<u>Minimum Limits</u>
		\$2,000,000 per occurrence
		\$4,000,000 aggregate

4. Specifications: Sections I. Vegetation Trimming – Ground Cover and J. Vegetation Trimming – Bushes and Shrubs are excluded from this Contract. The remaining portions of the Scope of Work and Specifications in the Agency Agreement shall remain in full force and effect.

5.	<u>Fees and Charges</u> : Pricing is limited to the following line items for this Contract:		
	15. Crew Rental	HR	\$195.00
	16. Certified Arborist	HR	\$140.00

## EXHIBIT 3

**Solicitation 080-C018426-AC**

**TREE TRIMMING, PRUNING, REMOVAL AND ARBORIST  
SERVICES**

**Bid Designation: Public**



**County of Orange**

**Bid 080-C018426-AC**  
**TREE TRIMMING, PRUNING, REMOVAL AND ARBORIST SERVICES**

Bid Number 080-C018426-AC  
 Bid Title TREE TRIMMING, PRUNING, REMOVAL AND ARBORIST SERVICES

Bid Start Date Feb 16, 2018 8:31:54 AM PST  
 Bid End Date Mar 7, 2018 4:00:00 PM PST  
 Question & Answer End Date Feb 28, 2018 4:00:00 PM PST

Bid Contact Anni Cerda

Bid Contact Eddie Perkins

Contract Duration 3 years  
 Contract Renewal 2 annual renewals  
 Prices Good for 120 days

Standard Disclaimer The County of Orange is not responsible for and accepts no liability for any technical difficulties or failures that result from conducting business electronically.

Bid Comments THIS IS A FULLY ELECTRONIC BID-NO OTHER FORM OF BID SUBMITTAL WILL BE ACCEPTED. VENDORS ARE ADVISED TO READ THE INSTRUCTIONS BELOW.  
 \*\* PLEASE REGISTER YOUR COMPANY VIA THE BIDSYNC WEBSITE PRIOR TO VIEWING OR DOWNLOADING THIS SOLICITATION. \*\*

OC PUBLIC WORKS IS SOLICITING BIDS FROM CONTRACTORS INTERESTED IN ENTERING INTO AN ANNUAL CONTRACT FOR TREE TRIMMING, PRUNING, REMOVAL AND ARBORIST SERVICES.

CONTRACTOR IS REQUIRED TO PAY PREVAILING WAGES FOR ALL APPLICABLE WORK PERFORMED ON COUNTY PROPERTY. PLEASE SEE ATTACHED DOCUMENT "ORANGE COUNTY DISTRICT ATTORNEY'S PUBLIC WORK UNIT" FOR INFORMATION ON PREVAILING WAGES.

ALL QUESTIONS PERTAINING TO THIS INVITATION FOR BID (IFB) MUST BE SUBMITTED THROUGH BIDSYNC. ANY COUNTY RESPONSE RELEVANT TO THIS IFB OTHER THAN THROUGH OR APPROVED BY OC PUBLIC WORKS/PURCHASING IS UNAUTHORIZED AND WILL BE CONSIDERED INVALID.

**\*\*BIDDERS MUST FILL OUT THE ATTACHED COMPANY PROFILE AND REFERENCES FORMS AND SUBMIT WITH BID TO BE DEEMED RESPONSIVE.**

**\*\*BIDDERS ARE ADVISED TO CAREFULLY READ THE COUNTY TERMS AND CONDITIONS, INSURANCE REQUIREMENTS, AND THE MODEL CONTRACT INCLUDING ATTACHMENT A (SCOPE OF WORK) AND ATTACHMENT B (PAYMENT/COMPENSATION), PRIOR TO SUBMITTING A BID. AWARDED CONTRACTOR MUST PROVIDE ALL INSURANCE REQUIREMENTS WITHIN SEVEN (7) DAYS OF RECOMMENDATION OF AWARD, BUT PRIOR TO OFFICIAL CONTRACT AWARD.**

**\*\*CONTRACTOR WILL BE REQUIRED TO SIGN A CONTRACT UPON AWARD. IF CONTRACTOR IS A CORPORATION, SIGNATURES WILL BE PROVIDED IN ACCORDANCE WITH THE CORPORATIONS CODE.**

**\*\*IMPORTANT DATES**  
 FEBRUARY 28, 2018 - QUESTIONS DUE BY 4:00 P.M.  
 MARCH 7, 2018 - BIDS DUE BY 4:00 P.M.

ALL QUESTIONS FOR THIS SOLICITATION MUST BE SUBMITTED VIA BIDSYNC. IT IS THE VENDOR'S



The County of Orange, OC Public Works, (hereinafter referred to as "County") is requesting competitive bids from qualified firms, (hereinafter referred to as "Bidder"). The awarded Contract, (hereinafter referred to as "Contract") will be between the County and awarded Bidder, (hereinafter referred to as "Contractor") in accordance with the model contract terms, conditions and scope of work. This is a fully electronic solicitation – only electronic bids submitted through BidSync will be allowed; no other form of bid submittals will be accepted. Prior to submitting a bid, Bidders are advised to carefully read the instructions below, including the model contract and any solicitation attachments/exhibits.

#### I. GENERAL INFORMATION

1. **Important Notice:** The County of Orange has attempted to provide all information available. It is the responsibility of each Bidder to review, evaluate, and, where necessary, request any clarification prior to submission of a bid. If any person contemplating submitting a bid in response to this IFB is in doubt as to the true meaning of any part of the solicitation documents attached hereto or finds discrepancies in or omissions from the specifications, they must submit a written request for clarification/interpretation to the County Deputy Purchasing Agency ("DPA") via the County's on-line bid system at: <https://www.bidsync.com> under the bid page for this solicitation.

**Bidders are not to contact other County personnel with any questions or clarifications concerning this Invitation for Bid (IFB).** OC Public Works/Procurement Services will provide all official communication concerning this IFB. Any County response relevant to this IFB other than through or approved by OC Public Works/Procurement Services is unauthorized and will be considered invalid.

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.bidsync.com>. Any interpretation of, or correction to, this solicitation will be made only by addendum issued by the Deputy Purchasing Agent. The County will make reasonable efforts to provide a copy of such addendum to each person/firm receiving the original solicitation documents directly from the County. However, the County does not guarantee receipt by Bidder of all addenda. It is the responsibility of each Bidder to periodically check the County's on-line bid system to ensure that they have received and reviewed any and all addenda to this solicitation. The County will not be responsible for any other explanations, corrections to, or interpretations of the documents, including any oral information.

**All questions or requests for interpretation must be received by the time and date specified in the IFB notice.**

2. **Bid Validity:** Bids will be valid for a period of 120 days after IFB closing date
3. **Business Hours:** OC Public Works/Procurement Services regular business hours are 8:00 a.m. to 12:00 p.m. and 1:00 p.m. to 5:00 p.m., Monday through Friday. OC Public Works/Procurement Services will be closed on the following County holidays this year:

**January 1, 2018**  
**January 15, 2018**  
**February 12, 2018**  
**February 19, 2018**  
**May 28, 2018**  
**July 4, 2018**  
**September 3, 2018**  
**October 8, 2018**  
**November 12, 2018**  
**November 22, 2018**  
**November 23, 2018**  
**December 25, 2018**

4. Orange County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

## II. GENERAL INSTRUCTIONS AND PROVISIONS

1. Before submitting a bid, Bidders shall carefully examine the solicitation contents, including the Model Contract Terms, Conditions and Scope of Work. Bidders shall include in their bid response a monetary sum to cover the cost of all items included in the Contract. The Model Contract contained in this solicitation is the Contract proposed for execution. Upon award, awarded Bidder will be required to sign and submit Contract for execution.

2. This document consists of the following:

Section I	General Information
Section II	General Instructions and Provisions
Section III	County of Orange Child Support & W-9 Requirements

3. **Responsive bids shall include the following completed submittals:**

- i. Company Profile & References

4. **Upon recommendation of contract award, Contractor will be required to submit the following documents with seven (7) days of County notification, unless otherwise specified in the solicitation:**

- i. Insurance                      Certificate(s) of Insurance including additional Insured Endorsement(s)  
(See Model Contract)
- ii. County of Orange Child Support Enforcement Certificate requirements
- iii. W-9                              Current signed form W-9 (Taxpayer Identification Number &  
Certification) which includes Contractor's legal business name(s)
- iv. Signed Contract              Awarded Bidder will be required to sign a contract upon award.  
If Bidder is a corporation, signature will be provided in accordance  
with the corporation's code as specified in this solicitation.

5. **Pricing (Attachment B of the Model Contract):**

- i. Bid prices quoted shall be firm for the full term of the Contract.
- ii. Bidder shall utilize BidSync to provide all-inclusive, firm fixed pricing, in accordance with the requirements of the Model Contract for the full term of the Contract. **The bid price(s) shall include all fees, including, shipping, freight, transportation, travel and any other fees. No additional compensation will be allowed.**
- iii. Bid prices offered shall reflect all addenda issued by the County.
- iv. Bids shall be submitted only for the items and/or services as stated in the Scope of Work; bids for other than the items and/or services listed will not be considered.
- v. The County will only consider firm price bids.
- vi. The net amount of profit will remain firm during the period of the Contract. Contract adjustments which increase Contractor's profit will not be allowed.

- vii. All price/rate decreases will automatically be extended to the County.
  - viii. Bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of County.
6. **Substitutions:** Bids offering equivalent items meeting the standards of quality specified in the solicitation may be considered, unless otherwise specified, providing the bid clearly describes the article offered and how it differs from the specified brand. Unless Bidder specifies otherwise, it is understood that the Bidder is offering the brand item as specified in the solicitation. If Bidder bids an "equal," Bidder must state the brand name and must submit complete specifications and/or provide samples with the bid. Determination of equality shall be at the sole discretion of the County, and the County reserves the right to request a sample for determining equality with the specified brand. If it has been justified and accepted by the requesting agency/department and/or a County standards committee that only one brand can meet the County's requirements, "no exceptions" shall be noted in the specifications.
7. **Company Profile & References:** Bidder shall utilize the forms provided to satisfy this requirement.
8. Bidders shall take all responsibility for any errors or omissions in their bids. Any discrepancies in numbers or calculations shall be interpreted to reflect the lowest price to the County.

If prior to contract award, a Bidder discovers a mistake in their bid which renders the Bidder unwilling to perform under any resulting contract, the Bidder must immediately notify the buyer and request to withdraw the bid. It shall be solely within the County's discretion as to whether withdrawal will be permitted. If the solicitation contemplated evaluation and award of "all or none" of the items, then any withdrawal must be for the entire bid. If the solicitation provided for evaluation and award on a line item or combination of items basis, the County may consider permitting withdrawal of specific line item(s) or combination of items.

9. The County shall not be liable for any expenses incurred by potential Contractors in the preparation or submission of their bids. Pre-contractual expenses are not to be included in the Contractor's Pricing Sheet. Pre-contractual expenses are defined as, including but not limited to, expenses incurred by Bidder in:
- i. Preparing its bid in response to this IFB;
  - ii. Submitting that bid to the County;
  - iii. Negotiating with the County any matter related to the bid; and,
  - iv. Any other expenses incurred by the Bidder prior to the date of the award and execution, if any, of the Contract.
10. **Protests:** In the event a Bidder believes that the County's solicitation is unfairly restrictive or ambiguous or contains conflicting provisions or the Bidder believes that any resulting Contract would be commercially impractical to perform, the Bidder must file a written protest with the Deputy Purchasing Agent.
- a. **Procedure**
- All protests shall be typed under the protester's letterhead and submitted in accordance with the provisions stated herein. All protests shall include at a minimum the following information:
- i. The name, address and telephone number of the protester;
  - ii. The signature of the protester or the protester's representative;
  - iii. The solicitation or contract number;
  - iv. A detailed statement of the legal and/or factual grounds for the protest; and

v. The form of relief requested.

**b. Protest of Bid/Proposal Specifications:**

All protests related to bid or proposal specifications must be submitted to the Deputy Purchasing Agent no later than five (5) business days prior to the close of the bid or proposal. 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 protester wishes to continue in the solicitation process, they must still submit a bid prior to the close of the solicitation in accordance with the bid/proposal submittal procedures provided in the bid/proposal.

**c. 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 Deputy Purchasing Agent. Protests relating to a proposed contract award which are received after the five (5) business day deadline will not be considered by the County.

**i. Protest Process**

1. 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, the County Procurement Officer or the Procurement Appeals Board renders a decision on the protest.
2. 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.
3. 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 protester's right to the protest procedures outlined herein.
4. If the protester disagrees with the decision of the Deputy Purchasing Agent, the protester may submit a written notice to the Office of the County Procurement Officer requesting an appeal to the Procurement Appeals Board, in accordance with the process stated below.

**ii. Appeal Process**

1. If the protester wishes to appeal the decision of the Deputy Purchasing Agent, the protester must submit, within three (3) business days from receipt of the Deputy Purchasing Agent's decision, a written appeal to:

Office of the County Procurement Officer  
1300 South Grand Avenue, Building A, 2<sup>nd</sup> Floor  
Santa Ana, CA 92705

2. 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 protest shall be forwarded to the Procurement Appeals Board.

3. The decision of the County Procurement Officer on whether to allow the appeal to go forward will be final and there shall be no right to any administrative appeals of this decision.

#### 11. Acceptance/Rejection/Award

- i. Bids submitted in response to this IFB may become subject to public disclosure under the California Public Records Act, and other applicable law. The County shall not be liable in any way for disclosure of any such records. Additionally, all bids shall become the property of the County.
- ii. The lowest, responsive, responsible, Bidder will be recommended for contract award.
- iii. Bids will be reviewed by the County for responsiveness to all requirements. The County has the right to reject any bid deemed unresponsive or lacking the resources or experience to adequately perform the services described herein.
- iv. Only those responsible, responsive bids meeting all solicitation requirements and specifications shall be further reviewed for consideration for award. Award shall be based on the lowest, responsive, responsible bid.
  1. **Please take notice, non-acceptance of County of Orange terms and conditions may deem a bid non-responsive. The County will not accept any other terms, conditions, or provisions contrary to those contained within this solicitation.**
- v. The lowest responsive, responsible bid(s) may be subject to further negotiations.
- vi. Final award determination based upon the lowest responsive, responsible bid, may also include a review of successful Bidder's qualifications, experience, and resources; Bidder's ability to meet the requirements and perform the services specified in this solicitation; Bidder's references and past performance; and Bidder's acceptance of County of Orange terms and conditions.
- vii. By submitting a response to this solicitation, Bidders agree to accept the decision of the Deputy Purchasing Agent as final.
- viii. Awarded Bidder will be required to sign a contract upon award. If Bidder is a corporation, signature will be provided in accordance with the corporation's code as specified in this solicitation.

#### 12. Rights Reserved to County: The County reserves the right to:

- i. Waive, at its discretion, any irregularity or informality, which the County deems correctable or otherwise not warranting rejection of the bid.
- ii. The County reserves the right, at its sole discretion, to make multiple awards to Bidders for services requested in this solicitation.
- iii. Accept or reject in whole or in part any or all bids received as a result of this solicitation at its sole discretion and to solicit for new bids, as the best interest of the County may require;
- iv. Negotiate the final Contract with the lowest, responsive and responsible Bidder or Bidders as necessary to serve the best interests of the County;

- v. Withdraw or cancel in part or in its entirety this solicitation at any time without prior notice and furthermore makes no representation that any contract will be awarded to any Bidder responding to this solicitation;
  - vi. Award its total requirements to one Bidder or to apportion those requirements among two or more Bidders as the County may deem to be in its best interests; therefore, bids must be provided for each item separately; "all-or-none" bids will not be accepted unless in the best interest of the County.
13. **Cash Discounts:** The County encourages Bidders to offer cash discounts for prompt payment of invoices. Cash discounts offered by Bidders for the prompt payment of invoices will be considered in evaluating offers to determine the successful Bidder for award of any resulting contract.
14. **Joint Bids:** Where two or more Bidders desire to submit a single bid in response to a solicitation, they must do so on a prime/subcontractor basis rather than as a joint venture. The County intends to contract with a single firm or multiple firms, but not with multiple firms doing business as a joint venture.
15. **Sample to Determine Responsiveness to Technical Requirements for purpose of Award:**
- a. Samples of items, when required by the County, must be furnished free of expense to the County, unless otherwise provided.
  - b. Unless expressly set forth in the solicitation, the sample or samples furnished must be identical in all respects to the product or products being offered to the County.
  - c. Bidders offering products of a different manufacturer and model number than those specified in the solicitation may be required to submit samples for inspection and specification compliance testing in order for the County to determine if the item offered is equivalent to and meets the minimum standards of quality acceptable to the County as indicated by the manufacturer and model number specified in the solicitation.
  - d. Samples, if not destroyed by tests, may, upon request made at the time the sample is furnished, be returned at Bidder's expense.
  - e. Samples may be required prior to award. If requested, such samples must be delivered to a County specified address within the timeframe identified specified by the County. Failure to submit samples as specified may be grounds for rejection.
16. **Unfair Practices and Other Laws:** Bidder warrants that its bid complies with the Unfair Practices Act (Business and Professions Code Section 17000 et seq.) and all applicable County, State and Federal laws and regulations.
17. **Independence of Bid:** By submitting a bid, Bidder swears under penalty of perjury that it did not conspire with any other supplier to set prices in violation of anti-trust laws.
18. **Americans with Disability Act (ADA):** To comply with the non-discrimination requirements of the ADA, it is the policy of the County to make every effort to ensure that its programs, activities and services are available to all persons, including persons with disabilities. For persons with a disability needing a reasonable modification to participate in the procurement process, or for persons having questions regarding reasonable modifications for the procurement process, you must contact the buyer listed in the solicitation.
19. **Bidder Advisory:** The County does not require and neither encourages nor discourages the use of lobbyists or other consultants for the purpose of securing business.

### III. COUNTY OF ORANGE CHILD SUPPORT AND W-9 REQUIREMENTS

1. **Orange County Child Support:** In order to comply with the child support enforcement requirements of the County, within ten days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish the required Contractor data and certifications to the contract administrator, the Deputy Purchasing Agent, or the agency/department deputy purchasing agent:
  - A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;
  - B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the contracting entity;
  - C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
  - D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure of the Contractor to timely submit the data and/or certifications required or to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment may result in the Contract being awarded to another Contractor, or in the event a Contract has been issued, shall constitute a material breach of the Contract. Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

2. **Department of the Treasury, Internal Revenue Service Form W-9 Requirement:** Effective June 3, 2006, all Contractors, entering into a contract with the County, who are not already established in the Countywide Accounting and Personnel System (CAPS) as an Auditor-Controller vendor, will be required to submit to the County a federal Form W-9, or form W-8 for foreign vendors. The County will inform the 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 days of notification of selection of award of Contract but prior to official award of Contract, the selected Contractor agrees to furnish to the contract administrator, the Deputy Purchasing Agent, the required W-9 or W-8.

COMPANY PROFILE & REFERENCES

Company Profile

Company Legal Name: \_\_\_\_\_

Company Legal Status (corporation, partnership, sole proprietor etc.): \_\_\_\_\_

Active licenses issued by the California State Contractor's License Board: \_\_\_\_\_

Business Address: \_\_\_\_\_

Website Address: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Length of time the firm has been in business: \_\_\_\_\_ 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 \_\_\_\_\_

Regular business hours: \_\_\_\_\_

Regular holidays and hours when business is closed: \_\_\_\_\_

Contact person in reference to this solicitation: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contact person for accounts payable: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Name of Project Manager: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Facsimile Number: \_\_\_\_\_

Email Website Address: \_\_\_\_\_

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

Name of contact during non-business hours: \_\_\_\_\_

Telephone Number: \_\_\_\_\_ Cell or Pager Number: \_\_\_\_\_

Email Address: \_\_\_\_\_



**COMPANY PROFILE & REFERENCES (CONTINUED)**

**References**

Submit the company names, addresses, telephone numbers, contact names, contract effective dates, contract amount, and brief contract descriptions of at least three clients (preferably three different clients) for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Effective Dates: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Effective Dates: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

Company Name: \_\_\_\_\_

Address: \_\_\_\_\_

Contact Name: \_\_\_\_\_ Telephone Number: \_\_\_\_\_

Email Address: \_\_\_\_\_

Contract Effective Dates: \_\_\_\_\_ Contract Amount: \_\_\_\_\_

Brief Contract Description: \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_

**CONTRACT MA-080-xxxxxxx**

**FOR**

**TREE TRIMMING, PRUNING AND REMOVAL,  
AND ARBORIST SERVICES**

**BETWEEN**

**OC PUBLIC WORKS**

**AND**

**CONTRACTOR NAME TBD**



**CONTRACT MA-080-XXXXXXXXX  
WITH  
COMPANY NAME TBD  
FOR  
TREE TRIMMING, PRUNING AND REMOVAL, AND ARBORIST SERVICES**

THIS CONTRACT MA-080-XXXXXXXXX for Tree Trimming, Pruning and Removal, and Arborist 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, (hereinafter referred to as "County") and Contractor Name TBD, with a place of business at Contractor Address TBD (hereinafter referred to as "Contractor"), with a County and Contractor sometimes referred to as "Party" or collectively 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 Services

Attachment B – Payment/Compensation

**RECITALS**

WHEREAS, Contractor and County are entering into this Contract for Tree Trimming, Pruning and Removal, and Arborist Services under a firm fixed fee Contract; and,

WHEREAS, County solicited Contract for Tree Trimming, Pruning and Removal, and Arborist Services as set forth herein, and Contractor represented that it is qualified to provide Tree Trimming, Pruning and Removal, and Arborist Services to the County as further set forth here; and,

WHEREAS, Contractor agrees to provide Tree Trimming, Pruning and Removal, and Arborist 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/Compensation, attached hereto as Attachment B; and,

WHEREAS, the County Board of Supervisors has authorized the County Procurement Officer or designee to enter into a Contract for Tree Trimming, Pruning and Removal, and Arborist Services with the Contractor; and,

NOW, THEREFORE, the Parties mutually agree as follows:

**DEFINITIONS**

DPA shall mean the Deputy Purchasing Agent assigned to this Contract.

**ARTICLES****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 Procurement Officer 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 the Contractor.
- E. **Delivery:** Time of delivery of goods or services is of the essence in this Contract. County reserves the right to refuse any goods or services and to cancel all or any part of the goods not conforming to applicable specifications, drawings, samples, descriptions, or services that do not conform to the prescribed statement of work. Acceptance of any part of the order for goods shall not bind County to accept future shipments nor deprive it of the right to return goods already accepted at Contractor's expense. Over shipments and under shipments of goods shall be only as agreed to in writing by County. Delivery shall not be deemed to be complete until all goods 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 goods/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 goods 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 **article "Z"** below, and as more fully described in **article "Z,"** harmless from liability, loss, damage and expense, including reasonable counsel fees, incurred or

sustained by County by reason of the failure of the goods/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 Article "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 the Contractor. Exercise by County of its right to terminate the 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 goods/services furnished by the 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 Requirements:**

Prior to the provision of services under this Contract, the Contractor agrees to purchase all required insurance at Contractor's expense, including all endorsements required herein, necessary to satisfy the 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 the 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 the 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 the 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 the 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 the Contractor's SIR provision shall be interpreted as though the Contractor was an insurer and the County was the insured.

If the Contractor fails to maintain insurance acceptable to the County for the full term of this Contract, the 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 States or ambest.com**). If

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 the Contractor shall provide the minimum limits and coverage as set forth below:

<u>Coverage</u>	<u>Minimum Limits</u>
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 0012, CA 00 20, or a substitute form providing coverage at least 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 the *County of Orange its elected and appointed officials, officers, agents and employees* 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 the Contractor's insurance is primary and any insurance or self-insurance maintained by the 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 the *County of Orange, its elected and appointed officials, officers, agents and employees* 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 the County of Orange, its elected and appointed officials, officers, agents and employees 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 the Contract, upon which the 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 0001 policy).

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

If the Contractor fails to provide the insurance certificates and endorsements within seven (7) days of notification by CEO/Procurement or the agency/department procurement 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 the County's specific written approval.

**Q. Change of Ownership:** Contractor agrees that if there is a change or transfer in ownership of Contractor's business prior to completion of this Contract, and the County agrees to an assignment of the Contract, the new owners shall be required under terms of sale or other transfer to assume Contractor's duties and obligations contained in this Contract and complete them to the satisfaction of the County.

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

**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 **article "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. **Intentionally Left Blank**
- 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:** The 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. The 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. The Contractor shall retain all such documentation for all covered employees for the period prescribed by the law. The Contractor shall indemnify, defend with counsel approved in writing by County, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the 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 the County's Auditor-Controller or the Auditor-Controller's authorized representative (including auditors from a private auditing firm hired by the 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 the Contract including, but not limited to, the costs of administering the Contract. The County will provide reasonable notice of such an audit or inspection.

The County reserves the right to audit and verify the 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 the County to audit records and interview staff of any subcontractor related to performance of this Contract.

Should the Contractor cease to exist as a legal entity, the Contractor's records pertaining to this Contract shall be forwarded to the 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:** The Contractor shall notify the County of Orange assigned Deputy Purchasing Agent in writing when the expenditures against the Contract reach 75 percent of the dollar limit on the Contract. The County will not be responsible for any expenditure overruns and will not pay for work exceeding the dollar limit on the Contract unless a change order to cover those costs has been issued.

### Additional Terms and Conditions:

1. **Scope of Contract:** This Contract specifies the contractual terms and conditions by which the County will procure Tree Trimming, Pruning and Removal, and Arborist Service 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 June 18, 2018 and continue for three (3) calendar years from that date, unless otherwise terminated by County. This Contract may be renewed as set forth in Article 3 below.
3. **Renewal:** This Contract may be renewed by mutual written agreement of both Parties for two (2) additional one year terms. The County does not have to give reason if it elects not to renew. Renewal periods may be subject to approval by the County of Orange Board of Supervisors.
4. **Adjustments – Scope of Work:** No adjustments made to the Scope of Work will be authorized without prior written approval of the County assigned Deputy Purchasing Agent.
5. **Breach of Contract:** The failure of the 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 the County may, and in addition to any other remedies available at law, in equity, or otherwise specified in this Contract:
  - a) Terminate the Contract immediately, pursuant to Section K herein;
  - b) Afford the 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 the Contractor is in breach; and
  - d) Offset against any monies billed by the Contractor but yet unpaid by the County those monies disallowed pursuant to the above.
6. **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.
7. **Conflict of Interest – Contractor’s Personnel:** The Contractor shall exercise reasonable care and diligence to prevent any actions or conditions that could result in a conflict with the best interests of the County. This obligation shall apply to the Contractor; the Contractor’s employees, agents, and subcontractors associated with accomplishing work and services hereunder. The 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 the County.
8. **Conflict of Interest – County Personnel:** The County of Orange Board of Supervisors policy prohibits its employees from engaging in activities involving a conflict of interest. The Contractor shall not, during the period of this Contract, employ any County employee for any purpose.
9. **Contractor’s Project Manager and Key Personnel:** Contractor shall appoint a Project Manager to direct the Contractor’s efforts in fulfilling Contractor’s obligations under this Contract. This Project Manager shall be subject to approval by the County and shall not be changed without the written consent of the County’s Project Manager, whose consent shall not be unreasonably withheld.

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

10. **Contractor Personnel – Reference Checks:** The 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.
11. **Contractor's Expense:** The Contractor will be responsible for all costs related to photo copying, telephone communications, fax communications, and parking while on County sites during the performance of work and services under this Contract. The County will not provide free parking for any service in the County Civic Center.
12. **Contractor's Records:** The Contractor shall keep true and accurate accounts, records, books and data which shall correctly reflect the business transacted by the 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 the County. Storage of records in another county will require written approval from the County of Orange assigned Deputy Purchasing Agent.
13. **Conditions Affecting Work:** The 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 the Contractor to do so will not relieve Contractor from responsibility for successfully performing the work without additional cost to the County. The 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 the County are expressly stated in the Contract.
14. **County of Orange Child Support Enforcement:** All Contractors are required to comply with the child support enforcement requirements of the County of Orange. Failure of the Contractor to comply with all federal, state, and local reporting requirements for child support enforcement or to comply with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment shall constitute a material breach of the Contract. In order to comply with the child support enforcement requirements of the County of Orange, all bidders/proposers must furnish to the Contract administrator, the Procurement Officer, or the agency/department Deputy Purchasing Agent:
  - A. In the case of an individual Contractor, his/her name, date of birth, Social Security number, and residence address;

- B. In the case of a Contractor doing business in a form other than as an individual, the name, date of birth, Social Security number, and residence address of each individual who owns an interest of 10 percent or more in the Contracting entity;
- C. A certification that the Contractor has fully complied with all applicable federal and state reporting requirements regarding its employees; and
- D. A certification that the Contractor has fully complied with all lawfully served Wage and Earnings Assignment Orders and Notices of Assignment and will continue to so comply.

Failure to cure such breach within 60 calendar days of notice from the County shall constitute grounds for termination of the Contract.

- 15. **Data – Title To:** All materials, documents, data or information obtained from the County data files or any County medium furnished to the Contractor in the performance of this Contract will at all times remain the property of the County. Such data or information may not be used or copied for direct or indirect use by the Contractor after completion or termination of this Contract without the express written consent of the County. All materials, documents, data or information, including copies, must be returned to the County at the end of this Contract.
- 16. **Default – Reprocurement Costs:** In case of Contract breach by Contractor, resulting in termination by the County, the County may procure the goods and/or services from other sources. If the cost for those goods and/or services is higher than under the terms of the existing Contract, Contractor will be responsible for paying the County the difference between the Contract cost and the price paid, and the County may deduct this cost from any unpaid balance due the Contractor. The price paid by the 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.
- 17. **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 the Contractor's Project Manager and the County's Project Manager, as specified in Article 23, "Notices," such matter shall be brought to the attention of the County Deputy Purchasing Agent by way of the following process:
    - 1. The 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 the County, on its own initiative, has already rendered such a final decision.
    - 2. The Contractor's written demand shall be fully supported by factual information, and, if such demand involves a cost adjustment to the Contract, the 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 the Contract adjustment for which the Contractor believes the County is liable.
  - B. Pending the final resolution of any dispute arising under, related to, or involving this Contract, the Contractor agrees to diligently proceed with the performance of this

Contract, including the delivery of goods and/or provision of services. The Contractor's failure to diligently proceed shall be considered a material breach of this Contract.

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

18. **Drug-Free Workplace:** The Contractor hereby certifies compliance with Government Code Section 8355 in matters relating to providing a drug-free workplace. The Contractor will:
1. 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).
  2. Establish a drug-free awareness program as required by Government Code Section 8355(a)(2) to inform employees about all of the following:
    - a. The dangers of drug abuse in the workplace;
    - b. The organization's policy of maintaining a drug-free workplace;
    - c. Any available counseling, rehabilitation and employee assistance programs; and
    - d. Penalties that may be imposed upon employees for drug abuse violations.
  3. Provide as required by Government Code Section 8355(a)(3) that every employee who works under this Contract:
    - a. Will receive a copy of the company's drug-free policy statement; and
    - b. Will agree to abide by the terms of the company's statement as a condition of employment under this Contract.

Failure to comply with these requirements may result in suspension of payments under the Contract or termination of the Contract or both, and the Contractor may be ineligible for award of any future County contracts if the County determines that any of the following has occurred:

1. The Contractor has made false certification, or
  2. The Contractor violates the certification by failing to carry out the requirements as noted above.
19. **EDD Independent Contractor Reporting Requirements:** Effective January 1, 2001, the County of Orange is required to file in accordance with subdivision (a) of Section 6041A of the Internal Revenue Code for services received from a "service provider" to whom the County pays \$600 or more or with whom the County enters into a contract for \$600 or more within a single calendar year. The purpose of this reporting requirement is to increase child support collection by helping to locate parents who are delinquent in their child support obligations.

The term "service provider" is defined in California Unemployment Insurance Code Section 1088.8, subarticle B.2 as "an individual who is not an employee of the service recipient for California purposes and who received compensation or executes a contract for services performed for that service recipient within or without the state." The term is further defined by the California Employment Development Department to refer specifically to independent Contractors. An independent Contractor is defined as "an individual who is not an employee of the ... government entity for California purposes and who receives compensation or executes a contract for services performed for that ... government entity either in or outside of California."

The reporting requirement does not apply to corporations, general partnerships, limited liability partnerships, and limited liability companies.

Additional information on this reporting requirement can be found at the California Employment Development Department web site located at [http://www.edd.ca.gov/Employer\\_Services.htm](http://www.edd.ca.gov/Employer_Services.htm)

20. **Errors and Omissions:** All reports, files and other documents prepared and submitted by Contractor shall be complete and shall be carefully checked by the professional(s) identified by Contractor as project manager and key personnel attached hereto, prior to submission to the County. Contractor agrees that County review is discretionary and Contractor shall not assume that the County will discover errors and/or omissions. If the County discovers any errors or omissions prior to approving Contractor's reports, files and other written documents, the reports, files or documents will be returned to Contractor for correction. Should the County or others discover errors or omissions in the reports, files or other written documents submitted by the Contractor after County approval thereof, County approval of Contractor's reports, files or documents shall not be used as a defense by Contractor in any action between the County and Contractor, and the reports, files or documents will be returned to Contractor for correction.
21. **Equal Employment Opportunity:** The 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. The 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, the 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. The 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. The 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.

22. **News/Information Release:** The 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 the County through the County's Project Manager.

23. **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: <name TBD>  
Attn: TBD  
<Address TBD>  
<City, ST, Zip TBD>  
Phone: <TBD>  
Email: <TBD>

County's Project Manager: OC Public Works/Operations & Maintenance  
Attn: <TBA>  
Address  
City ST Zip  
Phone: <TBA>  
Email: <TBA>

OC Public Works/Facilities Operations  
Attn: <TBA>  
Address  
City ST Zip  
Phone: <TBA>  
Email: <TBA>

cc: OC Public Works/Procurement Section  
Attn: Anni Cerda, County DPA  
Address  
City ST Zip  
Phone: <TBA>  
Email: <TBA>

24. **Precedence:** The Contract documents consist of this Contract and its exhibits and attachments. In the event of a conflict between or among the 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.



25. **Regional Cooperative Agreement (RCA):** 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/Contracts, providing for their own acceptance, and making any subsequent payments. Contractor shall be required to include in any Contract entered into with another department or entity that is entered into as an extension of this Contract a Contract clause that will hold harmless the 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. The Contractor is responsible for providing each cooperative entity a copy of the Contract upon request by the cooperative entity. The County of Orange makes no guarantee of usage by other users of this Contract.

The 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 the County, at the County's request.

26. **Termination – Orderly:** After receipt of a termination notice from the County of Orange, the Contractor may submit to the 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 the County upon written request of the Contractor. Upon termination, County agrees to pay the Contractor for all services performed prior to termination which meet the requirements of the Contract, provided, however, that such compensation combined with previously paid compensation shall not exceed the total compensation set forth in the 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 the Contract.
27. **Usage:** No guarantee is given by the County to the Contractor regarding usage of this Contract. Usage figures, if provided, are approximations. The Contractor agrees to supply services and/or commodities requested, as needed by the County of Orange, at rates/prices listed in the Contract, regardless of quantity requested.
28. **Usage Reports:** The Contractor shall submit usage reports on an annual basis to the assigned Deputy Purchasing Agent of the 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 the contract term, or any subsequent renewal term, if applicable.

Signature Page follows

**Signature Page**

IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the day and year first above written.

TBD\*

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

COUNTY AUTHORIZED SIGNATURE:

Signature	(Print) Name	Title	Date
		Deputy Purchasing Agent	

**APPROVED AS TO FORM:**

**County Counsel**

By \_\_\_\_\_  
Deputy

Date \_\_\_\_\_

\* If the contracting party is a corporation, (2) two signatures are required: one (1) signature by the Chairman of the Board, the President or any Vice President; and one (1) signature by the Secretary, any Assistant Secretary, the Chief Financial Officer or any Assistant Treasurer. The signature of one person alone is sufficient to bind a corporation, as long as he or she holds corporate offices in each of the two categories described above. For County purposes, proof of such dual office holding will be satisfied by having the individual sign the instrument twice, each time indicating his or her office that qualifies under the above described provision. In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signee to bind the corporation.

**ATTACHMENT A  
SCOPE OF WORK**

- I. SCOPE OF WORK:** Contractor shall furnish all staffing, labor, equipment, materials and incidentals required for Tree Trimming, Pruning and Removal, and Arborist Services. Services shall be provided on an as-needed basis as required by County.
- II. DESCRIPTION OF WORK:** This Contract is for Tree Trimming, Pruning and Removal, and Arborist Services at various County locations as required by County.
- A. Work to be done consists of trimming street trees for vehicle and pedestrian clearance, aesthetic tree trimming, trimming of large trees, palm tree trimming, tree removal, stump removal, GIS/GPS tree inventory, pesticide recommendation, pesticide application/injection, arborist services, reports, flood control channel right-of-way trimming, and other tree maintenance. Emergency work such as removal of hanging limbs and downed trees is also included. Locations will be at various County facilities/locations countywide in incorporated and unincorporated areas of the County of Orange and within the Orange County Flood Control District.
- B. Work locations for this Contract will include public roads within the unincorporated portions of Orange County, various County facilities in incorporated and unincorporated areas, flood control channels, and public roads in the incorporated cities for which County is under contract to perform road maintenance. This Contract does not include work on any interstate freeway or highway, State highway, State maintained highway, or Private Street, in County or contracted cities. County shall be contacted when jurisdiction of a street or highway is in question.
- III. CONTRACTOR REQUIREMENTS:**
- A. Contractor shall hold an active D49 – Tree Service license issued by the California State Contractors License Board, License C27: Landscaping Contractor, and C61: Limited Specialty. Also Contractor shall have a license Agricultural Pest Control Adviser (PCA) and Qualified Applicator Certificate or License. Copies of the licensing and certification information shall be made available to the County upon request.
- B. All tree trimmers shall be ISA (International Society of Arboriculture) Certified Tree Workers and work under the direction of an ISA (International Society of Arboriculture) Certified Arborist.
- C. Conduct: Contractor personnel providing services under this Contract shall not be incompetent, disorderly, under the influence of alcohol or drugs, fail or otherwise refuse to perform the work properly and acceptably, or be otherwise objectionable. County expressly retains the right to request any specific Contract personnel be precluded from providing services to County under this Contract. County is not required to provide any reason for requested removal of specified Contract personnel. Contractor shall effectuate removal of the requested Contractor personnel within three (3) business days.
- D. Supervision: 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 be able to communicate effectively in English, both written and oral.

**IV. CONTRACTOR PERFORMANCE REQUIREMENTS:**

- A. All pruning shall be performed according to International Society of Arboriculture publication "Tree Pruning & Guidelines" and American National Standards Institute (ANSI) A300 & 2133.1 standards.
- B. Working Hours: Contractor shall conduct all operations between 7 a.m. and 4 p.m., Monday through Friday, on all local streets, parks, County facilities, or flood control channels, unless prior arrangements are made with County's Project Manager. Some County facilities may require work to be performed during other than normal working hours or on weekends only. All operations on arterial or collector streets will be performed between 9 a.m. and 3 p.m. Should an issue arise as to whether a street is an arterial or collector street, the final determination shall be made by County. If Contractor desires to work hours or days other than as provided, it may file a written request subject to approval stating intended operations, hours and dates, with a reason for schedule change.
- C. 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, and will make every effort to control any undue noise resulting from its operation.
- D. Dust Control: Contractor shall perform his operations in such a manner as to limit dust. Contractor will not create dust in such a quantity as to violate the South Coast Air Quality Management District (AQMD) regulations.
- E. Debris Removal: All trash and debris will be removed from work area by the end of each working day.
1. At other times during the progress of work, when required, Contractor shall remove all surplus materials, rubbish, and debris resulting from the work.
  2. Work area will be left in a neat, clean and acceptable condition as approved by County's Project Manager.
  3. No stockpile of debris will be allowed at the site.
  4. Contractor shall pick up and dispose of materials at a site outside of County right-of-way approved for disposal of such materials.
  5. Any debris dropped on the public street during entrance or exit of the site will be removed immediately by Contractor.
- F. Water: Contractor shall furnish all water required for performance of this work, will make all arrangements for obtaining all water with the governing water district, and will comply with all requirements set forth by the governing water district.
- G. Utilities: Underground main distribution conduits such as water, gas, sewer, electrical power, telephone, or cable television may not be affected by the work indicated in the work packages since only surface excavation is required. Contractor shall assume that every property parcel will be served by a service connection for each type of utility and will protect all such service connection. Contractor shall contact UNDERGROUND SERVICE ALERT (USA) at (800)422-4133 for all subsurface excavation and will contact utility companies to mark locations if necessary.
- H. Parking Control: Parked cars may interfere with the work to be performed. Therefore Contractor shall post, maintain, and subsequently remove, temporary "Tow Away No Parking" signs along the streets work is to be performed no less than 24 hours prior to the start of said work. Contractor shall furnish signs per sample provided by County. Contractor shall fill in day and date for scheduled work. Contractor shall be responsible for replacing any signs which are damaged or removed in order to maintain notice to the public.

Contractor shall be responsible for the removal of all temporary "Tow Away No Parking" signs upon completion of the work in posted area.

- I. Traffic Control: Contractor shall conduct its operations in a manner which will minimize traffic congestion during A. M. and P. M. peak-hour traffic. This may require beginning work after the A. M. peak-hour traffic and ending work before the P. M. peak-hour traffic.
1. Contractor shall maintain access to schools and commercial areas at all times during project operation.
  2. The following shall be added to Subsection 7-10.1, "Traffic and Access", of the Standard Specifications:
    - a) Spillage resulting from hauling operations along or across any publically traveled way will be removed immediately by Contractor, at its expense.
    - b) When entering or leaving roadways carrying public traffic, Contractor's equipment, whether empty or loaded, will in all cases yield to public traffic.
  3. The following shall be added to Subsection 7-10.3, "Street Closures, Detours, Barricades", of the Standard Specifications:
    - a) Special emphasis will be placed on the use of "Construction Zone Ahead" (C18R) signs at the beginning, end and all access and/or intersecting streets with roads under construction. In addition to construction zone signs, rough road signs (W33) will be used on all roads with a posted or marked bicycle trail.
    - b) Contractor shall provide and maintain all signs, barricades, pedestals, flashers, delineators and other necessary facilities for the protection of the motoring and pedestrian public within the limits of the construction area and all its approaches, including advanced signing and barricades. Contractor shall also post proper signs to notify public regarding condition of roadway, all in accordance with provisions of the Vehicle Code and "Manual of Traffic Controls", as published by the State of California, Department of Transportation, most current edition.
  4. Flashing arrow signs, of the appropriate type per the "Manual of Traffic of Traffic Controls", latest edition, will be provided for all lane closures on all arterial highways and collector streets.
  5. Portable delineators, either conical (traffic cone) or tubular shaped plastic devices, with a minimum height of 28 inches will be used for delineation of the travel way.
  6. If the traffic cones or portable delineators are damaged, displaced or deemed unacceptable for any reason by County's Project Manager or are not in an upright position from any cause, said cones or portable delineators will immediately be replaced or restored to their original location, in an upright position, by Contractor.
  7. Contractor will maintain 11' lanes of traffic in each direction at all times.
  8. Contractor shall furnish such flagmen as are necessary to give adequate warning to traffic or to the public of any dangerous conditions to be encountered. Flagmen, while on duty and assigned to give warning to the public that the street is under construction and of any dangerous conditions to be encountered as a result thereof, will perform their duties and will be provided with the necessary equipment in accordance with the current "Instructions to Flaggers", by the State of California, Department of Transportation. The equipment will be furnished and kept clean and in good repair by Contractor, at its expense.
  9. Should Contractor appear to be neglectful or negligent in furnishing warning and protective measures as provided, County's Project Manager may direct attention to the

existence of a hazard and necessary warning and protective measures will be furnished and installed by Contractor, at its expense. Should County's Project Manager point out the inadequacy of warning and protective measures, such action on the part of County's Project Manager will not relieve Contractor from responsibility for public safety or abrogate its obligation to furnish and pay for these devices.

10. Contractor shall set up safety cones and barricades at all facilities in order to protect County staff and pedestrians.
  11. Contractor shall maintain safe working conditions at each work location.
  12. At the end of each day, all equipment and other obstructions shall be removed from the roadway.
- J. Protection and Restoration of Existing Areas: Contractor shall protect all furnishings and improvements from damage by its operations. All damage will be repaired or replaced, at the option of County, at Contractor's expense within three (3) days after notification of such damage by County's Project Manager. Repairs and/or replacements will be equal to original in all aspects.
- K. Safety: Contractor agrees to perform all work outlined in this Contract in such a manner as 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 current 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.
- L. Best Management Practices:
1. Contractor shall conduct operations under this Contract so as to assure that pollutants do not enter municipal storm drain systems which systems are comprised of, but are not limited to curbs and gutters that are part of the street systems ("Stormwater Drainage System"), and to ensure that pollutants do not directly impact "Receiving Waters" (as used herein, Receiving Waters include, but are not limited to, rivers, creeks, streams, estuaries, lakes, harbors, bays and oceans).
  2. The Santa Ana and San Diego Regional Water Quality Control Boards have issued National Pollutant Discharge Elimination System (NPDES) permits ("Stormwater Permits") to the County of Orange, and to the Orange County Flood Control District (District) and cities within Orange County, as co-permittees (hereinafter collectively referred to as "County Parties") which regulate the discharge of urban runoff from areas within the County of Orange, including the Premises under this Contract. The County Parties have enacted water quality ordinances that prohibit conditions and activities that may result in polluted runoff being discharged into the Stormwater Drainage System.
  3. To assure compliance with the Stormwater Permits and water quality ordinances, the County Parties have developed a Drainage Area Management Plan (DAMP) which includes a Local Implementation Plan (LIP) for each jurisdiction that contains Best Management Practices (BMPs) that parties using properties within Orange County must adhere to. As used herein, a BMP is defined as a technique, measure, or structural control that is used for a given set of conditions to manage the quantity and improve the quality of stormwater runoff in a cost effective manner. These BMPs are found within the County's LIP in the form of Model Maintenance Procedures and BMP Fact Sheets (the Model Maintenance Procedures and BMP Fact Sheets contained in the DAMP/LIP shall be referred to hereinafter collectively as "BMP Fact Sheets") and contain pollution prevention and source control techniques to eliminate non-stormwater

discharges and minimize the impact of pollutants on stormwater runoff.

4. BMP Fact Sheets shall include but not be limited to the following which may be viewed and downloaded at:  
<http://ocwatersheds.com/documents/bmp/industrialcommercialbusinessesactivities>
    - a) IC17
    - b) IC21
    - c) IC24
  5. These BMP Fact Sheets may be modified during the term of the Contract; and County's Project Manager shall provide Contractor with any such modified BMP Fact Sheets.
  6. Contractor shall, throughout the term of this Contract, comply with the BMP Fact Sheets as they exist now or are modified, and shall comply with all other requirements of the Stormwater Permits, as they exist at the time this Contract commences or as the Stormwater Permits may be modified. Contractor agrees to maintain current copies of the BMP Fact Sheets on the job sites throughout the term of this Contract. The BMPs applicable to uses authorized under this Contract must be performed as described within all applicable BMP Fact Sheets.
  7. Contractor may propose alternative BMPs that meet or exceed the pollution prevention performance of the BMP Fact Sheets. Any such alternative BMPs shall be submitted to the County's Project Manager for review and approval prior to implementation.
    - a) County's Project Manager may visit the job sites and/or review Contractor's records at any time to assure that activities conducted on the job sites comply with the requirements of this section. Contractor may be required to implement a self-evaluation program to demonstrate compliance with the requirements of this section.
- M. Identification and Scheduling of Work: County conducts recurring inspections of all County maintained roads, flood control channels, and County facilities and investigates citizen complaints. County staff documents the work with Digital photos, a short summary of the problem and required repair using a Maintenance Inspection Report (MIR) form. This report includes the specific location and Thomas Guide reference. County staff reviews, prioritizes and "packages" these reports to include several locations in the same general geographic area. Work packages, including photos, will be prepared for Contractor biweekly. Biweekly work package may include any of the work items in the Contract. Contractor will furnish a work plan indicating the day/date for work on each location in the biweekly work package. County reserves the right to insert up to five (5) additional locations into a biweekly work package at any time. When this occurs, Contractor may request County to delete one or more other work locations from that biweekly work package if the total work package, including additional work, cannot be completed during designated completion period. County will respond to Contractor requests for deletion of work by close of business the next workday.
- N. Work Completion Schedule: County will complete preparation of the biweekly work package by close of business Tuesday for the two week period beginning the following Monday. All work in the work package is to be completed by close of business the second Friday following the beginning of the work period. All work in each biweekly work package is to be completed within the two week period designated for that work package. Contractor is responsible for notifying County if weather or other conditions preclude working on some or the entire work package. Such notification shall be made within four hours of the event/occurrence.

County and Contractor are required to discuss the impact of weather or other agreed to delays in an attempt to identify these locations in the biweekly work package that cannot be completed on schedule. County will normally include deleted items in the next biweekly work package.

- O. **Equipment and Tools:** All equipment and tools utilized for tree pruning shall be designed for tree and shrub trimming and properly sharpened to adequately sever limb in a clean manner. **USE OF CLIMBING SPURS AND/OR SPIKED SHOES IS PROHIBITED.**
- P. **Access Gates:** Contractor shall be provided with keys to the access gates upon request. Contractor will 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.

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

- Q. **Tree Inventory Program:** All GIS/GPS and Tree Inventory work shall be performed by "in-house" Contractor. All GIS and inventory records created by the Contractor are property of the County of Orange. Contractor shall create and maintain County tree inventory (including species) in geodatabase format and shall be fully compatible with ESRI ArcGIS newest version. GPS work shall be performed using Trimble GeoXH 6000 or better. 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.
1. **Tree Inventory Updates and additions:** Contractor shall provide updates of the County GIS tree inventory at no additional cost to the County. Contractor shall update inventory, including metadata, and add new entries at no additional charge to the County for any tree that is the subject of any maintenance, inspection, or evaluation action.
- R. **Pesticide Usage and Reporting:** Contractor shall submit Pesticide Usage Report(s) to County Project Coordinator at the end of each month summarizing the facilities treated, pests treated, pesticides used, pesticide application rates, man hours and equipment.
- S. **Pests and Diseases:** All trees known or suspected to be diseased/infested, Contractor shall disinfect all tools and cut surfaces after each cut and between trees. All trees with known or suspected PHSB, 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), which minimizes the chance of spreading infection or infestation. No additional charges for disinfection or special handling shall be allowed.
- T. **PSHB/FD or other high priority pests/pathogens surveys and visual monitoring:** Contractor shall perform visual surveys of OC Public Works trees from February through October, when beetle activity is easier to detect, for the presence of PSHB/FD or other high priority pests/pathogens and map its distribution. Trees that exhibit symptoms of PSHB/FD or other high priority pests/pathogens will be identified and the level of infestation will be assessed. Symptomatic trees that are located in PSHB-areas or that are non-reproductive hosts will be sampled for DNA analysis to confirm the presence of PSHB/FD or other high priority pests/pathogens. Coordinates will be recorded through either the ArcGIS Collector App for immediate updates to the County Tree Inventory. Mapping and monitoring the distribution of PSHB or other high priority pests/pathogens within the County will allow us to study the spread of the pests, progression of symptoms, and to better implement control procedures.



**V. SPECIFICATIONS:**

- A. **Emergency/On-Call Work:** Contractor is required to provide 24-hour emergency phone numbers and names of a minimum of two contact individuals within one week of award of Contract. Should phone number or contact person change during the course of the Contract those changes must be provided to County.
1. Contractor may be required to provide emergency/on-call response to hanging limbs, wind damaged or down trees. This may be at night, weekends or during storm conditions. Contractor will be given specific locations and requested work to be done at each location via telephone call from County authorized representative.
  2. Contractor is required to start work indicated within 90 minutes of initial telephone call and report to County authorized representative upon completion of work specified.
  3. Failure by Contractor to respond to an emergency within allotted 90 minutes will result in damage for additional inspection, administration and public safety sustained.
  4. One Hundred dollars (\$100.00) per hour will be deducted and forfeited from payment to Contractor for each and every hour over the 90 minutes specified with each emergency requested.
  5. Work performed under emergency provision of this Contract shall be paid for on a per location basis. This shall include all labor, tools, equipment and materials necessary for doing emergency work.
  6. Contractor will be required to provide all traffic control during emergency operations. Should work involve any high voltage lines, Contractor shall be required to notify responsible utility company.
  7. Contractor will be allowed to stockpile debris from Emergency/On-Call work operations on parkway or along curb. Such debris will be marked with lighted barricades at each end of stockpile. Stockpile must be removed by end of next working day. At no time shall Contractor's stockpile interfere with public access to roadways, driveways or sidewalks. Stockpiles shall not be placed in such a manner as to pose a hazard to the public.
  8. Full compensation for conforming to requirements of Emergency/On-Call Work includes:
    - a) Responding to telephone request with 90 minutes
    - b) Providing all traffic control
    - c) Stockpiling and barricading debris
    - d) Removing debris next working day
    - e) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.
- B. **Street Tree Trimming:**
1. Trees shall be trimmed to provide a minimum clearance of 15' over roadways and 9' over walkways and parkways and all dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed. Trees will also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights.
  2. Specific techniques employed shall be consistent with industry practice for size and

species of tree being trimmed. All dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed at trunk or main branch. All cuts will be ½" close, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater will be undercut to prevent splitting. Remaining limbs and branches shall not be split or broken at cut. All crossed or rubbing limbs will be removed unless removal will result in large gaps in general outline of tree.

3. Full compensation for conforming to requirements of Street Tree Trimming includes:
  - a) Trimming tree consistent with industry practice for size and species of tree
  - b) Providing all traffic control
  - c) Providing a minimum of 15' over roadways and 9' over walkways and parkways
  - d) Removing all dead, broken, damaged, diseased and/or insect infested limbs
  - e) Removing any obstruction around traffic control devices, traffic signs and streetlights
  - f) Leaving tree with a pleasing appearance
  - g) Cleanup, removal and disposal of debris and trimmings
  - h) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.

C. Aesthetic Tree Trimming:

1. Trees designated for aesthetic trimming shall be trimmed, shaped and thinned. Trimming will provide a symmetrical and aesthetically pleasing appearance typical of the species. Trees will also be trimmed to provide a minimum of 15' over roadways and 9' over walkways and parkways and all dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed. Trees will also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming may be performed to mitigate any extreme effect of clearance trimming and provide an aesthetic appearance.
2. Specific techniques employed shall be consistent with industry practice for size and species of tree being trimmed. All dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed at trunk or main branch. All cuts will be ½" close, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater will be undercut to prevent splitting. Remaining limbs and branches shall not be split or broken at cut. All crossed or rubbing limbs will be removed unless removal will result in large gaps in general outline of tree. All trees shall be thinned of smaller limbs to distribute foliage evenly.
3. Full compensation for conforming to requirements of Aesthetic Tree Trimming includes:
  - a) Trimming tree consistent with industry practice for size and species of tree
  - b) Trimming to provide a symmetrical shape and aesthetically pleasing appearance
  - c) Providing a minimum of 15' over roadways and 9' over walkways and parkways
  - d) Removing all dead, broken, damaged, diseased and/or insect infested limbs
  - e) Removing any obstruction around traffic control devices, traffic signs and streetlights
  - f) Tree shall be left with a pleasing appearance

- g) Cleanup, removal and disposal of debris and trimmings
- h) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in CONTRACT unit price bid per EACH in accordance with these Specifications and no additional compensation will be allowed therefore.

**D. Trimming Trees for Volume Reduction:**

1. County has an on-going program to repair sidewalks and curb and gutters damaged by tree roots. Repair of damaged concrete also includes root pruning to reduce reoccurrence of damage. In conjunction with repair of concrete, County may utilize this Contract to reduce volume of trees whose roots have been trimmed. This reduction in volume of root pruned trees is essential to reduce risk of that tree being felled by high winds.
2. Trees will also be trimmed to provide a minimum of 15' over roadways and 9' over walkways and parkways and all dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed. Trees will also be trimmed to remove any obstruction around traffic control devices, traffic signs and streetlights. Additional trimming may be performed to mitigate any extreme effect of clearance trimming and provide an aesthetic appearance.
3. Specific techniques employed shall be consistent with industry practice for size and species of tree being trimmed. All dead, broken, damaged, diseased and/or insect infested limbs within the tree will be removed at trunk or main branch. All cuts will be ½" close, to the parent stem so that healing can readily start under normal conditions. All limbs 2" or greater will be undercut to prevent splitting. Remaining limbs and branches shall not be split or broken at cut. All crossed or rubbing limbs will be removed unless removal will result in large gaps in general outline of tree. All trees shall be thinned of smaller limbs to distribute foliage evenly.
4. Full compensation for conforming to requirements of Trimming Trees for Volume Reduction includes:
  - a) Thinning tree consistent with industry practice for size and species of tree
  - b) Providing a minimum of 15' over roadways and 9' over walkways and parkways
  - c) Removing all dead, broken, damaged, diseased and/or insect infested limbs
  - d) Removing any obstruction around traffic control devices, traffic signs and streetlights
  - e) Tree shall be left with a pleasing appearance
  - f) Cleanup, removal and disposal of debris and trimmings
  - g) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.

**E. Palm Tree Trimming:**

1. All dead, broken, damaged and/or hanging fronds will be removed up to the crown of tree. All frond bases will be sheared to within 6" of trunk. Upon completion of trimming, each tree shall have seven to nine (7 - 9) healthy fronds located at crown of tree. All other vegetation, such as ivy, growing up trunk, will be cut at ground level and removed from tree unless otherwise approved by County.

2. Full compensation for conforming to requirements of Palm Tree Trimming includes:
    - a) Thinning tree consistent with industry practice for size and species of tree
    - b) Providing a minimum of 15' over roadways and 9' over walkways and parkways
    - c) Removing all dead, broken, damaged, diseased and/or insect infested limbs
    - d) Removing any obstruction around traffic control devices, traffic signs and streetlights
    - e) Tree shall be left with a pleasing appearance
    - f) Cleanup, removal and disposal of debris and trimmings
    - g) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.
- F. Tree Removal with Stumping:
1. Trees to be removed will be marked by County with an orange cross of paint on tree to be removed. Contractor shall remove only those trees so marked. Contractor will be given a list of tree removal locations and Contractor will be responsible for contacting Underground Service Alert (USA) at (800) 422-4133 for locating of underground utilities prior to stumping operations.
  2. Trees shall be felled in a manner consistent with industry practice with primary emphasis on safety of public and protection of adjacent property.
  3. Stumps and all above ground root systems will be ground to a minimum of 12" below level of adjacent ground. Holes will be filled with resulting mulch and raked level with adjacent ground. All wood, debris and excess mulch will be removed and surrounding area will be raked and swept clean.
  4. If stump grinding does not follow within same work day as removal, tree trunk shall be left 5' above grade or a safety barricade shall be placed and maintained over stump until stump grinding is complete.
  5. Full compensation for conforming to requirements of Tree Removal with Stumping includes:
    - a) Contacting USA
    - b) Backfilling and compacting root pruning mulch
    - c) Repairing or replacing damaged utility service connections or sprinkler systems
    - d) Cleanup, removal and disposal of debris and trimmings
    - e) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.
- G. Tree Removal Only:
1. Trees to be removed will be marked by County with an orange cross of paint on tree to be removed. Contractor shall remove only those trees so marked.
  2. Trees shall be felled in a manner consistent with industry practice with primary emphasis on safety of public and protection of adjacent property.

3. Stumps shall be left at 3' above grade.
  4. Full compensation for conforming to requirements of Tree Removal Only includes:
    - a) Removal of tree only
    - b) Cleanup, removal and disposal of debris and trimmings
    - c) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.
- H. Stump Removal Only:
1. Stumps to be removed will be marked by County with an orange cross of paint on stump tree to be removed. Contractor shall remove only those stumps so marked. Contractor will be given a list of stump removal locations and Contractor will be responsible for contacting Underground Service Alert (USA) at (800) 422-4133 for locating of underground utilities prior to stumping operations.
  2. Stumps and all above ground root systems will be ground to a minimum of 12" below level of adjacent ground. Holes will be filled with resulting mulch and raked level with adjacent ground. All wood, debris and excess mulch will be removed and surrounding area will be raked and swept clean.
  3. Full compensation for conforming to requirements of Stump Removal Only includes:
    - a) Contacting USA
    - b) Backfilling and compacting root pruning mulch
    - c) Repairing or replacing damaged utility service connections or sprinkler systems
    - d) Cleanup, removal and disposal of debris and trimmings
    - e) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per Each in accordance with these Specifications and no additional compensation will be allowed therefore.
- I. Vegetation Trimming – Ground Cover:
1. County may request grid trimming from time to time. During trimming of trees within a specified grid, there may be low growing shrubs and vegetation overhanging the vertical plane of the curb face or sidewalk that requires trimming to eliminate hazard to vehicles or pedestrians. Vegetation shall be trimming vertically 6" back from face of curb or edge of sidewalk unless otherwise directed by County. This item includes all vegetation/ground cover up to and including 30" in height.
  2. Full compensation for conforming to requirements of Vegetation Trimming – Ground Cover includes:
    - a) Trimming vegetation up to 30" in height
    - b) Cleanup, removal and disposal of debris and trimmings
    - c) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per Linear Feet in accordance with these Specifications and no additional compensation will be allowed therefore.
- J. Vegetation Trimming – Bushes and Shrubs:

1. County may request grid trimming from time to time. During trimming of trees within a specified grid, there may be low growing bushes and shrubs overhanging the vertical plane of the curb face or sidewalk that requires trimming to eliminate hazard to vehicles or pedestrians. Vegetation shall be trimming vertically 6" back from face of curb or edge of sidewalk unless otherwise directed by County. This item includes all bushes and shrubs exceeding 30" in height.
2. Full compensation for conforming to requirements of Vegetation Trimming – Bushes and Shrubs includes:
  - a) Trimming vegetation up to 30" in height
  - b) Cleanup, removal and disposal of debris and trimmings
  - c) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per Linear Feet in accordance with these Specifications and no additional compensation will be allowed therefore.

**K. Root Pruning:**

1. To minimize future damage to public sidewalks, curbs and gutter, County may use this Contract for root pruning of trees. Root pruning work will be specified on a list specifying street address and location as well as identify root pruning along sidewalk or curb. Contractor shall be responsible for contacting Underground Service Alert (USA) at (800) 422-4133 for locating of underground utilities prior to root pruning operations.
2. Roots shall be pruned immediately adjacent to edge of sidewalk or curb or other improvement. Root pruning cuts shall be 4" wide, 16" deep as measured from top of sidewalk, curb or adjacent improvement and extend 8' in each direction from centerline of tree (16' total length).
3. 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.
4. 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.
5. Contractor shall repair or replace all utility service connections or sprinkler systems with right-of-way 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 at least equal to existing improvement and shall match them in finish and dimensions.
6. Full compensation for conforming to requirements of Root Pruning includes:
  - a) Contacting USA
  - b) Backfilling and compacting root pruning mulch
  - c) Repairing or replacing damaged utility service connections or sprinkler systems
  - d) Cleanup, removal and disposal of debris and trimmings
  - e) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per each in accordance with these Specifications and no additional compensation will be allowed therefore.

**L. Crew Rental:**

1. County may request Contractor to perform tree and/or vegetation operations outside scope of previously listed work items. Contractor shall be given specific location and job description by County and meet with County prior to any work being performed. Contractor shall furnish a three (3) man crew with equipment necessary to perform the requested work.

Full compensation for conforming to requirements of Crew Rental includes:

- a) Supplying a 3 man crew with all necessary equipment
- b) Cleanup, removal and disposal of debris and trimmings
- c) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per hour in accordance with these Specifications, and no additional compensation will be allowed therefore.

**M. Certified Arborist:**

1. Contractor may be requested to provide a Certified Arborist to evaluate a tree or trees for removal or trimming due items such as root rot, disease, and/or bug infestation. Contractor shall be given a specific location via telephone or fax from County. Contractor shall evaluate the tree and provide a written report with recommended action within seven days of request.
2. Full compensation for conforming to requirement of Certified Arborist includes: Evaluating tree, providing written report with recommended action, furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per hour in accordance with these Specifications and no additional compensation will be allowed therefore.

**N. Pesticide/Fungicide Treatment of Trees:**

1. Contractor shall have an "in-house" Qualified Applicator apply chemicals in accordance with the recommendations from the "in-house" Agricultural Pest Control Adviser (PCA) and all applicable product labels and regulations.
2. Applications will be made by drench, spray or injection as conditions warrant. The primary method of application shall be trunk or soil injection.
3. The following are pesticides that may be used on this Contract for treatment of Polyphagous Shot Hole Borer (PSHB), Golden Spotted Oak Borer (GSOB), Fusarium dieback and other pests. This list is not all inclusive or exhaustive.
  - a) Propiconazole
  - b) Tebuconazole
  - c) Thiabendazole
  - d) Emamectin benzoate
  - e) Imidacloprid
  - f) Dinotefuran
  - g) Bifenthrin
  - h) Carbaryl

## O. Tree Planting

1. Tree species, size, and planting shall be approved by County project manager.
2. Tree planting consists of the installation of nursery stock container or palm trees supplied by the Contractor.
3. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.
4. Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.
5. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.
6. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.
7. Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree.
8. In excavating planting pits, the 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.
9. All 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. All container debris (e.g. strapping, box fragments, nails) shall be removed from the planting pit prior to backfilling.
10. Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding finish grade. The Contractor shall not cut or trim the root ball as a means of meeting grade standards.
11. 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 (10) percent well decomposed organic fines.
12. Contractor shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.
13. Contractor shall cease backfilling when the planting pit is one-half (½) full and apply water to remove air pockets from the backfill. Once the water has drained, Contractor shall resume backfilling the planting pit.
14. Unit Cost shall include tree, planting, watering (90 days) and with appropriate tree staking for tree, size, and location. Tree shall be under Contractor warranty for 90 days.

## P. Special disposal fee:

1. In an event where contractor has special green waste that requires special handling, Contractor may charge special disposal fee for Pest infected material or any other material that may require special handling. This shall be approved by County project manager before or during project and not after.



- Q. Crew rental for trees difficult to access:
1. County may request Contractor to perform tree and/or vegetation operations at locations that are difficult to access as of followed; non-maintained roads, bottom of large flood control basins, and certain flood control channels. This shall be approved by County project manager before or during project and not after. Contractor shall be given specific location and job description by County and meet with County prior to any work being performed. Contractor shall furnish a three (3 to 5) man crew with equipment necessary to perform the requested work.
  2. Full compensation for conforming to requirements of Crew Rental includes:
    - a) Supplying a 3 to 5 man crew with all necessary equipment.
    - b) Cleanup, removal and disposal of debris and trimmings.
    - c) Furnishing all labor, materials, tools, equipment and incidentals necessary to perform work will be considered as included in Contract unit price bid per hour in accordance with these Specifications, and no additional compensation will be allowed therefore.

**ATTACHMENT B  
PAYMENT/COMPENSATION**

1. **Compensation:** This is a usage Contract between the County and Contractor for Tree Trimming, Pruning and Removal, and Arborist Services on an as needed basis, as set forth in Attachment A, "Scope of Work"

The 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 the Contractor of all its duties and obligations hereunder. The Contractor shall only be compensated as set forth herein for work performed in accordance with the Scope of Work. **The County shall have no obligation to pay any sum in excess of the Fixed Prices and Total Contract Amount specified herein unless authorized by amendment in accordance with Articles C and P of the County Contract Terms and Conditions, which may require approval by the County Board of Supervisors.**

2. **Fees and Charges:** County will pay the following fees in accordance with the provisions of this Contract. Payment shall be as follows:
  - A. **Pricing:** Pricing shall be per Each (EA), Linear Foot (LF), or Hourly (HR) as determined in each line item.

Line Item	Description	Unit	Unit Cost
1.	Emergency (90 minute response)	EA	
2.	Priority (< 7 day response)	EA	
3.	Street Tree Trimming	EA	
4.	Aesthetic Trimming	EA	
5.	Trimming Trees for Volume Reduction	EA	
6.	Palm Tree Trimming (0-75 ft. height)	EA	
7.	Palm Tree Trimming (76 ft. or greater height)	EA	
8.	Palm Trunk Skinning in Excess of 10 feet	LF	
9.	Tree Removal with Stumping	EA	
10.	Tree Removal Only	EA	
11.	Stump Removal Only	EA	

12.	Vegetation Trimming – Ground Cover	LF	
13.	Vegetation Trimming – Bushes and Shrubs	LF	
14.	Root Pruning	EA	
15.	Crew Rental	HR	
16.	Certified Arborist	HR	
17.	Insecticide Treatment	EA	
18.	Fungicide Treatment	EA	
19.	Tree Planting (0-15 gallon)	EA	
20.	Tree Planting (24 Inch Box)	EA	
21.	Tree Planting (36 Inch Box)	EA	
22.	Tree Planting (48 Inch Box)	EA	
23.	Tree Planting (60 Inch Box)	EA	
24.	Palm Tree Planting (Brown Trunk Height)	FT	
25.	Tree Inventory, Identifying, Entry and Mapping (GIS/GPS)	EA	
26.	Pests/Pathogens Surveys and Mappings (GIS/GPS)	HR	
27.	Special disposal fee	EA	
28.	Crew rental for trees difficult to access	HR	

B. **MISCELLANEOUS:** County may request similar like items not listed above to be purchased from this Contract at a price agreed upon in writing between County and Contractor at time of ordering.

C. **ANNUAL CONTRACT AMOUNT NOT TO EXCEED:**..... \$ <TBD>/YR

3. **Price Increase/Decreases:** No price increases will be permitted during the first period of the Contract. The County requires documented proof of cost increases on Contracts prior to any price adjustment. A minimum of 120-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 the County of Orange. The 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 the Contract. Adjustments increasing the 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 the County during the term of this Contract not otherwise specified and provided for within this Contract.
5. **Contractor's Expense:** The 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 the 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 the Contractor.

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

Payments made by the County shall not preclude the right of the 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:** The Contractor shall include its taxpayer ID number on all invoices submitted to the County for payment to ensure compliance with IRS requirements and to expedite payment processing.
8. **Payment – Invoicing Instructions:** The Contractor will provide an invoice on the Contractor's letterhead for goods delivered and/or services rendered. In the case of goods, the 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. Master Agreement (MA) or Purchase Order (PO) number
  - G. Agency/Department's Account Number
  - H. Date of invoice
  - I. Product/service description, quantity, and prices
  - J. Sales tax, if applicable
  - K. Freight/delivery charges, if applicable
  - L. Total

Invoices and support documentation are to be forwarded to:

OC Public Works/Procurement Services  
Attn: Accounts Payable  
PO Box 4048  
Santa Ana, CA 92702-4048  
Email: [accountspayables@ocpw.ocgov.com](mailto:accountspayables@ocpw.ocgov.com)

Contractor has 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 Electronic Remittance Advice with the payment details via email. An email address will need to be provided to the County via an EFT Authorization Form. To request a form, please contact the DPA.

# Orange County District Attorney's Office



# Public Works Unit

## OCDA PUBLIC WORKS UNIT

- The District Attorney's Office created a new Public Works Unit within our Workers Compensation Insurance Unit in June 2011.
- This unit was created to ensure that contractors bidding on Public Works projects are on an even playing field and also to protect the wages and benefits of employees working on these projects. The unit focusses on investigating and prosecuting contractors and their agents who underpay employees prevailing wages as well as commit fraud in the workers' compensation arena.
- Work with Department of Industrial Relations (DIR), Employment Development Department (EDD), California Department of Insurance (CDI), and Contractor State License Board (CSLB).

## CERTIFIED PAYROLL REQUEST

**Labor Code Section 1776(f)(1)** Notwithstanding any other provision of law, agencies that are included in the Joint Enforcement Strike Force on the Underground Economy established pursuant to Section 329 of the Unemployment Insurance Code and other law enforcement agencies **investigating violations of law shall, upon request, be provided nonredacted copies of certified payroll records.**

Any copies of records or certified payroll made available for inspection and furnished upon request to the public by an agency included in the Joint Enforcement Strike Force on the Underground Economy or to a law enforcement agency investigating a violation of law shall be marked or redacted to prevent disclosure of an individual's name, address, and social security number.(2) An employer shall not be liable for damages in a civil action for any reasonable act or omission taken in good faith in compliance with this subdivision.



## LABOR CODE 1776

1776. (a) Each contractor and subcontractor shall keep accurate payroll records, 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 him or her in connection with the public work. **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:**

- (1) The information contained in the payroll record is true and correct.
- (2) The employer has complied with the requirements of Sections 1771, 1811, and 1815 for any work performed by his or her employees on the public works project.

## LABOR CODE 1776

(c) **The certified payroll records shall be on forms provided by the Division of Labor Standards Enforcement or shall contain the same information as the forms provided by the division.** The payroll records may consist of printouts of payroll data that are maintained as computer records, if the printouts contain the same information as the forms provided by the division and the printouts are verified in the manner specified in subdivision (a).



# PENALTY OF PERJURY

Each payroll record shall contain or be verified by a written declaration that it is made under penalty of perjury, stating the information contained in the payroll record is true and correct.

I \_\_\_\_\_, the undersigned, am the  
 (Name -- print)

\_\_\_\_\_ with the authority to act for and on behalf of  
 (Position in business)

\_\_\_\_\_ certify under **penalty of perjury**  
 (Name of business and/or contractor)

that the records or copies thereof submitted and consisting of \_\_\_\_\_  
 (Description, number of pages)

are the originals or true, full, and correct copies of the originals which depict the payroll record(s)  
 of the actual disbursements by way of cash, check, or whatever form to the individual or  
 individuals named.

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

## COMMON CHARGING SECTIONS

**Labor Code 1778** – Taking and receiving portion of worker’s wage on Public Works

**Penal Code 115(a)** – Record false and forged Instrument

**Insurance Code 11760(a)** – Misrepresent Facts to Worker’s Compensation Insurance Company

**Insurance Code 11880(a)** – Fraud against State Compensation Insurance Fund

**Unemployment Insurance Code 2117.5** – Failure to properly report payroll taxes

**Unemployment Insurance Code 2118.5** – Willful failure to pay tax

# TAKING OR RECEIVING PORTION OF WAGES OF WORKMAN Labor Code 1778

Every person, who individually or as a representative of an awarding or public body or officer, or as a contractor or subcontractor doing public work, or agent or officer thereof, who takes, receives or conspires with another to take or receive, for his own use or the use of any other person any portion of the wages of any workman or working subcontractor, in connection with services rendered upon any public work is guilty of a felony.

- **The defendant was a contractor doing public work;**
- **The defendant hired a worker to render service upon a public works project**
- **The defendant paid wages to the worker**
- **The defendant took a portion of the workers wages**

# **PREMIUM FRAUD**

## **Labor Code 11760(a)**

Commission of premium fraud constitutes a Felony crime under the provisions of Insurance Code §11760(a) if the insurance company defrauded is a private insurance company .

- 1. A person made, or caused to be made, any knowingly false or fraudulent statement**
- 2. The statement was made either orally or in writing;**
- 3. The statement contained a fact material to the determination of the premium, the rate, or cost of the insurance**
- 4. The person made that statement for the purpose of reducing the premium, reducing the rate, or reducing the cost of insurance.**

County of Orange

# ACTIVITY SINCE JUNE 2011

**Search Warrants Served: 50**

Includes business, homes, banks, etc.

**Filed: 17 Defendants**

CONTRACTOR	STATUS
General Contractor	Completed – Received 2 years prison
Subcontractor / Fire Sprinkler	Completed - Received 2 years prison
Subcontractor / HVAC	Convicted 37 counts. Sentence pending
General Contractor	Court Case pending. Co-defendant 7 years 4 months
Subcontractor / Electrician (Bookkeeper & Office Manager)	Completed – (2) defendants received 6 months jail time and 3 years probation
Landscaper	Court Case pending

**Grand Jury Indictments: 4**

**Pending Cases: 9**



## CONTACT INFORMATION

**DDA Donde McCament**

**(714) 664-3911**

**[donde.mccament@da.ocgov.com](mailto:donde.mccament@da.ocgov.com)**

**Investigator Elaine Noce**

**(714) 664-3915**

**[elaine.noce@da.ocgov.com](mailto:elaine.noce@da.ocgov.com)**

**Investigator Randy Inman**

**(714) 664-3904**

**[randy.inman@da.ocgov.com](mailto:randy.inman@da.ocgov.com)**

**Insurance Fraud Hotline**

**(714) 648-3650**

# QUESTIONS?

**Question and Answers for Bid #080-C018426-AC - TREE TRIMMING, PRUNING,  
REMOVAL AND ARBORIST SERVICES**

Overall Bid Questions

There are no questions associated with this bid.

**Question Deadline: Feb 28, 2018 4:00:00 PM PST**

**Bid #080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**



Q & A deadline: Feb 28, 2018 4:00:00 PM PST

Print

**39 Questions**  
**0 Unanswered Questions**

<p><b>1. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>Who is the current contractor? - Feb 20, 2018 10:53:52 AM PST</p> <p>Answer - Feb 22, 2018 6:30:57 AM PST Please submit a Public Records Act request</p>
<p><b>2. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>What are the current contractor prices for this work? - Feb 20, 2018 10:54:23 AM PST</p> <p>Answer - Feb 22, 2018 6:30:57 AM PST Please submit a Public Records Act request</p>
<p><b>3. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>What is the annual budget estimate? - Feb 20, 2018 10:54:57 AM PST</p> <p>Answer - Feb 22, 2018 6:30:57 AM PST The new contract budget is yet to be finalized, last year's contract was not to exceed \$755,000 per year</p>
<p><b>4. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>When was this contract last put out to bid? - Feb 20, 2018 10:55:40 AM PST</p> <p>Answer - Feb 22, 2018 6:30:57 AM PST March 20, 2013</p>
<p><b>5. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>Did the current contract end, or was it non-renewed by the contractor or the county? - Feb 20, 2018 10:57:03 AM PST</p> <p>Answer - Feb 22, 2018 6:30:57 AM PST The 5 year contract period will this year and these services had to be re-bid.</p>
<p><b>6. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>Page 30 of the specifications describes Crew Rental as being a 3-man crew. However, on page 32, Crew Rental is described as a "3 to 5 man crew." Can you please clarify the crew size as it pertains to bid line item? - Feb 28, 2018 9:12:03 AM PST</p> <p>Answer - Mar 01, 2018 9:45:55 AM PST Crew Rental, item #16, is a three man crew price. Crew rental for trees difficult to access, is a 5 man crew price.</p>
<p><b>7. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>Insecticide and Fungicide Treatments are listed as "each" on the bid form. Treatments varies considerably in terms of scope and material used. Variables include tree specie, size of the tree and the prescription. Using "each" as a unit measure is vague. As a means to possibly save money, will the County consider changing the unit measure to "per diameter inch"? - Feb 28, 2018 9:15:48 AM PST</p> <p>Answer - Mar 01, 2018 9:45:55 AM PST Not at this time.</p>
<p><b>8. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>With no estimated quantities for each line item, how will the County determine the lowest responsible bidder? Will the County consider providing estimated quantities? - Feb 28, 2018 9:18:53 AM PST</p> <p>Answer - Mar 01, 2018 9:45:55 AM PST Quantities vary per year and are difficult to determine at this point; County will use prices as submitted per line item by vendors to determine lowest responsible/responsive bidder(s).</p>
<p><b>9. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>Under Section P, Special Disposal Fee, found on page 31, the contractor may charge special disposal fee for pest infected material. Line item #27 has a unit measure as "each." This measure is too vague. Considering trees vary in size and weight, will the County consider changing the unit measure to "per ton"? - Feb 28, 2018 9:22:40 AM PST</p> <p>Answer - Mar 01, 2018 9:45:55 AM PST Not at this time.</p>
<p><b>10. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>Section K, Root Pruning, found on page 29 describes root pruning as being a total of 16 feet in length at the tree site. Should the County request additional root pruning at a given site, how will this be charged? - Feb 28, 2018 9:25:01 AM PST</p> <p>Answer - Mar 01, 2018 9:45:55 AM PST In increments of 16 feet. *Example: 16feet or less =1, 17feet to 32 feet =2, and so on.</p>
<p><b>11. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>Line items #1 and #2 for Emergency Response within 90 minutes and Priority Response under 7 days, are described as either having to address hanging limbs, wind damaged or downed trees. Since there is a considerable difference in time &amp; debris removed from a hanging limb versus a downed tree, the unit measures for both line items of "each" are too vague. As a cost saving measure, will the County consider changing &amp; adding two more line items to Emergency - Downed tree within 90 minutes, Emergency - Hanging Limb within 90 minutes, Priority - Downed tree within 7days, Priority - Hanging Limb within 7 days, or something to that effect? - Feb 28, 2018 9:32:30 AM PST</p> <p>Answer - Mar 01, 2018 9:45:55 AM PST Line items #1 and #2 for Emergency Response within 90 minutes and Priority Response under 7 days or just for the RESPONSE plus the additional line item for what is needed will be charged. *Example= Line item 1 + Line item 11 will be the charge for an emergency response for a tree removal.</p>
<p><b>12. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p> <p>There is a line item for Tree Inventory, Identifying, Entry and Mapping (GIS/GPS) with a unit measure of "each." Is this unit measure per tree? - Feb 28, 2018 9:34:12 AM PST</p> <p>Answer - Mar 01, 2018 9:45:55 AM PST Yes.</p>
<p><b>13. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT</b></p>

There is a line item for Tree Inventory, Identifying, Entry and Mapping (GIS/GPS) with a unit measure of "each." However in Section Q, Tree Inventory Program found on page 23, it reads that Contractor shall provide updates of the County GIS tree inventory at no additional cost to the County. Contractor shall update inventory, including metadata, and add new entries at no additional charge to the County for any tree that is the subject of any maintenance, inspection, or evaluation action. Please clarify. - Feb 28, 2018 9:36:02 AM PST

Answer - Mar 01, 2018 9:48:21 AM PST

Once the inventory is established, the inventory will be updated each time action is required. So when the crew removes or plants a tree the inventory will be immediately updated by the contractor. There should be no need for the contractor to send a separate crew out to location for inventory.

**14. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

1. Emergency (90 Minute Response) has a Unit measure of "Each." Is this each Tree, each man hour? Each Crew Hour? If Crew Hour, what size crew is expected? - Feb 28, 2018 3:03:47 PM PST

Answer - Mar 01, 2018 9:48:20 AM PST

The emergency unit measure is for each emergency RESPONSE plus the additional line item for what is needed will be charged. \*Example= Line item 1 + Line item 11 will be the charge for an emergency response for a tree removal.

**15. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

2. Priority (<7 day response) has a Unit measure of "Each." Is this each Tree, each man hour? Each Crew Hour? If Crew Hour, what size crew is expected? - Feb 28, 2018 3:03:56 PM PST

Answer - Mar 01, 2018 9:48:20 AM PST

The Priority (<7 day response) unit measure is for each RESPONSE plus the additional line item for what is needed will be charged. \*Example= Line item 1 + Line item 11 will be the charge for an Priority response for a tree removal.

**16. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

3. The Tree Price Line items do not have an estimated quantity of trees to multiply against the unit price for each bid item. How will the County determine the low bidder? Will it be based simply be an overall Lump Sum of the unit pricing? - Feb 28, 2018 3:04:06 PM PST

Answer - Mar 01, 2018 9:48:20 AM PST

Quantities vary per year and are difficult to determine at this point; County will use prices as submitted per line item by vendors to determine lowest responsible/responsive bidder(s).

**17. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

4. Is the County on a Calendar or Fiscal Year?

4.a. If Fiscal, please provide the Start/End months?

4.b. Will the contract's annual budget match the City's fiscal Start/End months? - Feb 28, 2018 3:04:30 PM PST

Answer - Mar 01, 2018 9:48:20 AM PST

Please see attached Model Contract for contract term.

**18. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

5. What is the estimated start date for this contract? - Feb 28, 2018 3:04:39 PM PST

Answer - Mar 01, 2018 9:48:20 AM PST

Please see attached Model Contract for contract term.

**19. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

6. Are there any full-time tree workers on the Counties staff?

6.a. If so, what are their responsibilities? - Feb 28, 2018 3:04:53 PM PST

Answer - Mar 01, 2018 9:48:20 AM PST

No.

**20. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

7. How many trees are maintained under this contract in total? - Feb 28, 2018 3:05:02 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST

No County inventory is established at this time. Work varies per year.

**21. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

8. How many trees are maintained under this contract per year? - Feb 28, 2018 3:05:14 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST

Work varies per year.

**22. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

9. Can we be provided with a map that provides the areas throughout the County that are maintained under this contract? - Feb 28, 2018 3:05:24 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST

Not at this time, work varies throughout entire County.

**23. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

10. Can you provide a couple of areas that have recently been trimmed as well as a couple of areas that have upcoming pruning? - Feb 28, 2018 3:05:36 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST

Live Oak Canyon Road has recently been trimmed. Rossmoor area is coming up for trim.

**24. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

11. Are there any specific species, or areas that are pruned more frequently? - Feb 28, 2018 3:05:45 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST

Area frequency is typically on a 18 month cycle however the County project manager can request as needed.

**25. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

12. Do you trim trees throughout the year or in specific seasons? - Feb 28, 2018 3:05:55 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST

Throughout the year.

**26. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

13. Are Parks included as part of this Contract? - Feb 28, 2018 3:06:03 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST

No.

**27. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT**

14. What is the current inventory you are using? - Feb 28, 2018 3:08:11 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
County Inventory is not established at this time.

28. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

15. When was the inventory last updated? - Feb 28, 2018 3:08:19 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
County Inventory is not established at this time.

29. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

16. Does the City currently utilize a GPS Inventory? - Feb 28, 2018 3:07:07 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
No

30. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

17. Can we be provided with a "Shape File" of the GPS Inventory? - Feb 28, 2018 3:07:16 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
County inventory is not established at this time.

31. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

18. Who is responsible for updating the Tree Inventory? - Feb 28, 2018 3:07:24 PM PST

Answer - Mar 01, 2018 9:55:53 AM PST  
Contractor

32. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

18. Who is responsible for updating the Tree Inventory? - Feb 28, 2018 3:07:38 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
Contractor

33. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

19. Is equipment staging allowed in the County? - Feb 28, 2018 3:07:43 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
Per County Project Manager's approval

34. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

20. Please confirm that there is no Bid Bond Required - Feb 28, 2018 3:07:58 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
Please see attached County of Orange Terms and Conditions Section II.3 for responsive bid submittal.

35. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

21. For the tree planting cost, is the cost of the physical tree included? - Feb 28, 2018 3:08:14 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
Yes

36. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

22. Is the contractor required to warrant newly planted trees for any period of time?

22.a. What are the watering requirements for newly planted trees?

22.b. Will the Contractor be compensated for watering? - Feb 28, 2018 3:08:29 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
22. 90 days  
22a. 90 days  
22b. Watering is not included in the cost.

37. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

23. How many trees and what size do you plan on planting over the next (3) years? - Feb 28, 2018 3:08:37 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
Planting is on an as needed basis and will be requested by the County project manager.

38. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

24. What are some instances where you would use crew rental instead of unit price?

24.a. Is mobilization included in crew rental hours? - Feb 28, 2018 3:08:55 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST  
Refer to section L and Q of the Model Contract, Attachment A, Scope of Work

39. 080-C018426-AC - ANNUAL TREE MAINTENANCE AND TREE PEST MANAGEMENT

Do you have an anticipated volume of Insecticide & Fungicide Treatment that is planned to be done under this contract? - Feb 28, 2018 3:27:48 PM PST

Answer - Mar 01, 2018 9:55:52 AM PST

Results Per Page: 6

## EXHIBIT 4



March 7, 2018

County of Orange

**Attn: Anni Cerda**

300 N. Flower St. PO Box 4048

Santa Ana, CA 92703

**RE: Bid #080-C018426-AC Tree Trimming, Pruning, Removal and Arborist Services**

**Due: Wednesday, March 7th, 2018 at 4:00PM**

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) with the opportunity to submit a proposal for tree maintenance services for the County of Orange. WCA is a family-owned and operated company employing over 850 full-time employees providing various tasks to achieve one goal: serving communities who care about trees and landscape. 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.

WCA's corporate values include listening to customers and employees that will help to improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees. WCA's top management team has created a culture where employees become accountable for actions and results.

WCA has a 45-year track record of working for more than 250 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 Boards under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). We currently employ over 80 Certified Arborists and over 110 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 100000956. Should we be awarded this project, we shall use full-time, in-house employees; no subcontractors will be used.

Our employees will operate from one of our seven California offices: Anaheim (Corporate HQ), Fresno, Riverside, San Diego, San Jose, Stockton, and Ventura. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Marketing, at (714) 991-1900 or at [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com). Randy Thompson, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 920-1273 or [rthompson@wcainc.com](mailto:rthompson@wcainc.com).

Sincerely,

  
Victor Gonzalez  
Vice President



## COMPANY PROFILE & REFERENCES

### Company Profile

Company Legal Name: West Coast Arborists, Inc.

Company Legal Status (corporation, partnership, sole proprietor etc.): Corporation

Active licenses issued by the California State Contractor's License Board: 366764

Business Address: 2200 E. Via Burton, Anaheim, CA 92806

Website Address: www.wcainc.com

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

Email Address: Randy Thompson, Area Manager- rthompson@wcainc.com

Length of time the firm has been in business: 46 years Length of time at current location: 46 years

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: N/A

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

Federal Taxpayer ID Number 95-3250682

Regular business hours: 6AM-5PM

Regular holidays and hours when business is closed: Office closed 5PM-6AM. New Year's Day  
Memorial Day, Independence Day, Labor Day, Veteran's Day, Thanksgiving Day, Day After  
Thanksgiving, Christmas.

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

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

Email Address: vgonzalez@wcainc.com

Contact person for accounts payable: Rosa Cantu, Accounts Payable Representative

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

Email Address: rcantu@wcainc.com

Name of Project Manager: Randy Thompson, Area Manager

Telephone Number: (714) 920-1273 Facsimile Number: (714) 956-3745

Email Website Address: rthompson@wcainc.com

### **In the event of an emergency or declared disaster, the following information is required;**

Name of contact during non-business hours: Randy Thompson

Telephone Number: 1-866- LIMBDOWN Cell or Pager Number: (714) 920-1273

Email Address: rthompson@wcainc.com

**COMPANY PROFILE & REFERENCES (CONTINUED)**

**References**

Submit the company names, addresses, telephone numbers, contact names, contract effective dates, contract amount, and brief contract descriptions of at least three clients (preferably three different clients) for whom comparable projects have been completed or submit letters from your references which include the requested information.

Company Name: City of Fullerton  
Address: 116 S. Basque Ave., Fullerton, CA 92633  
Contact Name: Dennis Quinlivan, Landscape Maint. Supt. Telephone Number: (714) 738-6805  
Email Address: dennis@ci.fullerton.ca.us  
Contract Effective Dates: 1998- Current Contract Amount: \$900,000.00  
Brief Contract Description: 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 effciently.

Company Name: City of Anaheim  
Address: 1426 East Vermont, Anaheim, CA 92805  
Contact Name: Dan Debassio, PW Superintendent Telephone Number: (714) 765-4461  
Email Address: ddebassio@anahiem.net  
Contract Effective Dates: 2007- Current Contract Amount: \$1,500,000.00  
Brief Contract Description: 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 have began utilizing this feature there has been 12,329 call records were input alone.

Company Name: City of Huntington Beach  
Address: P.O. Box 190, Huntington Beach, CA 92648  
Contact Name: Randy Menzel, Tree Supervisor Telephone Number: (714) 596-4316  
Email Address: rmenzel@surfcity-hb.org  
Contract Effective Dates: 1995- Current Contract Amount: \$985,000.00  
Brief Contract Description: WCA provides complete urban forestry management for more than 60,000 trees, including tree pruning, removals, planting, and emergency services. WCA also provides inventory updates to the City's own inventory database.



# COUNTY OF ORANGE- OC PUBLIC WORKS

MA-080 ANNUAL TREE MAINTENANCE & TREE PEST MANAGEMENT SERVICES

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



*Setting the gold standard.*



Tree Pruning



Tree Removal



Tree Planting



GPS Tree Inventory



Emergency Response



Plant Health Care



ISA Certified



# 1 STATEMENT OF QUALIFICATIONS

**WEST COAST ARBORISTS, INC. (WCA)** is a family-owned and operated union company employing over 844 full-time employees providing tree maintenance and management services. We are proudly serving over 270 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  
Phoenix, AZ  
Riverside, CA  
San Diego, CA  
San Jose, CA  
San Francisco 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

Randy Thompson  
2200 E. Via Burton St.  
Anaheim, CA 92806

Phone (714) 991-1900  
Fax (714) 991-7844  
Email: rthompson@wcainc.com

**EMERGENCY RESPONSE 24/7**  
866-LIMB-DOWN

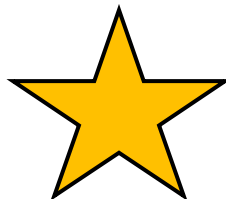
## OUR VISION

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.



**80+ ISA Certified Arborists**



**40+ Years Experience (Similar Size & Scope)**



**840+ Qualified Employees**



**Less than 2% turnover ratio for service staff**



**Local Office Anaheim**



**1250+ 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.

- In business continuously and actively since 1972
- Contractor's License C61/D49 & C27
- Over \$8,500,000 line of credit available
- Bonded by CBIC, an A+ rated company
- Over 840 employees
- Over 270 contracts with public agencies
- 81 Certified Arborists
- 142 Certified Treeworkers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 500,000 trees **pruned** annually over past 3 years
- Avg. 18,000 trees **removed** annually over past 3 years
- Avg. 14,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$10 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$95 million annually
- Fleet of 1,250+ 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 (ACCOC)
- Maintenance Superintendents Association (MSA)
- California Landscape Contractors Association (CLCA)
- Street Tree Seminar (STS)
- California Urban Forest Council (CaUFC)
- American Public Works Association (APWA)





# 2

## STAFF QUALIFICATIONS



**Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.**

### 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.

## UPPER MANAGEMENT TEAM

From marketing, contract administration, field and fleet management, to information technology, our Upper Management Team 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



Rose Epperson, Vice President



Chris Crippen, VP IT



Andy Trotter, VP Field Operations



Jason Pinegar, Regional Manager



Richard Mahoney, Vice President



Debbie DePasquale, VP Contract Services



Victor Gonzalez, VP Marketing



Randy Thompson, VP Operations



## PROJECT TEAM

### RANDY THOMPSON, PROJECT MANAGER

ISA Certified Arborist #WE 1043A • TCIA Certified Arborist #771 • Wildlife Training Institute, Certified Wildlife Protector #581  
Mr. Thompson has been with WCA since 1978. He has 40 years experience in the arboriculture field. He is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is responsible for field operations, customers service, and management of crews throughout Orange County. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree crews.

### DANIEL RIVAS, SUPERVISOR

ISA Certified Tree Worker Climber #1609C • TCIA Safety Professional #2596  
As Site Supervisor, Daniel are full-time employees and speak fluent English. They are responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisors, they will communicate with agency officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. They also assist in employee training programs, maintain records, and file daily reports and receipts.

### LISA GRANILLO, CUSTOMER SERVICE REPRESENTATIVE (CSR)

As the CSR (Customer Service Representative), Lisa is responsible for providing support to the Area Manager, Site Supervisors and crew. She is to act as a liaison between the company and it's clients as well as the general public. Lisa 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.

### ERNESTO MACIAS, SAFETY MANAGER/ UNION LIAISON

ISA Certified Arborist #WE 7120AUM • TICA Safety Professional #1115  
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.

### TIM CROTHERS, PLANT HEALTH CARE MANAGER

ISA Board Certified Master Arborist WE-7655 BUM • DPR Qualified Pest Control Applicator #145321  
QAL Category B & D  
WCA's PHC program is managed in-house; no subcontracting. Staff is licensed by the CA Dept. of Pesticide Regulation. Our program goes beyond standard chemical applications as WCA offers an efficient Integrated Pest Management program as well. Inspection, diagnosis and treatments are available as-needed.



Randy Thompson  
Area Manager



Daniel Rivas  
Supervisor



Lisa Granillo  
CSR



Ernesto Macias  
Safety Manager



Tim Crothers  
PHC Manager

566

Field Employees

# LiUNA!

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

## ISA Certified

81

Arborists

5

Board Certified Master Arborists

142

Tree Workers

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

ATSSA



1

Certified Urban Forester

74

WCA Certified Utility Line Clearance Workers

18

ISA Certified Utility Specialists

25

TCIA Certified Tree Care Safety Professionals

8

ISA Municipal Specialist

1

Nursery in Placentia &amp; Dedicated Manager

6

Information Technology Specialists

75

Fleet Mechanics

16

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

2

Advisors

10

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.



70

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute.

## Board Certified Master Arborists

Michael Palat WE 6541 BUM  
Kelley Gilleran WE 7061 B  
Tim Crothers WE 7655 BUM  
Cris Falco WE 7490 B  
Glenn Reeve WE 10177 B

## ASCA Consulting Arborist

**Michael Mahoney**, ASCA Consulting Academy #0022/ Registered Member #353 - WC 0216 A - BA CSUF  
Mr. Mahoney has over thirty-six years in practical and management experience in arboriculture and urban forestry; 20 years full-time as an arboriculture practitioner; 5 years full-time as manager of large arboricultural contracting firm; 5 years full-time as CEO of arboricultural and urban forestry consulting firm; 6 years full-time as an independent arboricultural and urban forestry consultant. Approximately 45 hours credit, annually, arboricultural continuing education.





## 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

# 3

## METHODOLOGY/ SERVICE APPROACH

### 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

### Shot Hole Borer

The Polyphagous Shot Hole Borer (PSHB) is a new pest in Southern California. This boring beetle drills into trees and brings with it a pathogenic fungus (*Fusarium euwallacea*), as well as other fungal species. When heavily infested, the resulting Fusarium causes the decline and death of trees. Over 120 different tree species are affected in Southern California and over 30 reproductive hosts are of high concern. As tree care professionals, we have a responsibility to understand and report when we see a tree we are working on infested with PSHB.

## 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.

**LOGS TO LUMBER** is an old idea with a new approach by converting Agency trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests.

## LOGS TO LUMBER *Recycling the Urban Forest*



"Logs to Lumber" evolved from a 12-month trial program where West Coast Arborists, Inc. (WCA) worked with the California Department of Forestry and Fire Protection (CDF).

<p><b>The Goal</b> is to create an environmentally sound and socially responsible alternative to importing lumber from other areas and to reduce the demand on trees from natural forests.</p>	<p> <b>Reducing</b>  waste from the urban forest.</p> <p><b>Converting</b> trees removed into useable lumber.</p> <p><b>Assisting</b> with landfill diversion (AB939).</p> <p><b>Giving</b> back to the Community!</p>
--	--

The program proves to be successful and now WCA transports suitable logs to our wood recycling center, Woodhill Firewood.



## 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:

#### RANDY THOMPSON

ISA Certified Arborist #WE 1043A

TCIA Certified Arborist #771

Wildlife Training Institute, Certified Wildlife Protector #581

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



### 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

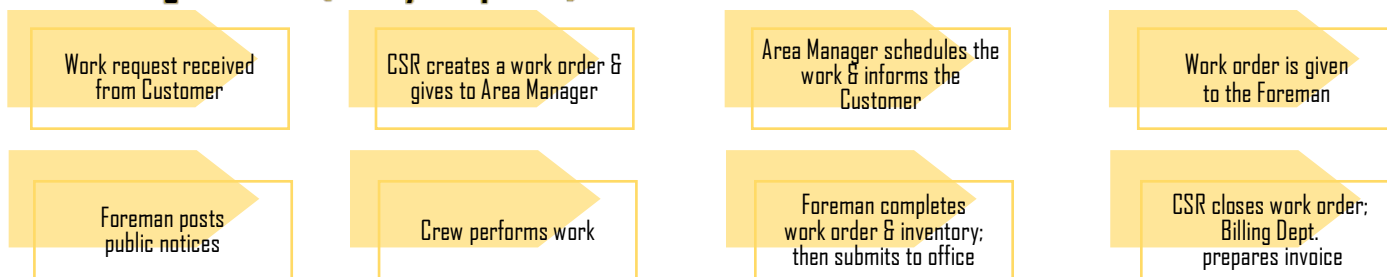
All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

### Cooperation and Collateral Work

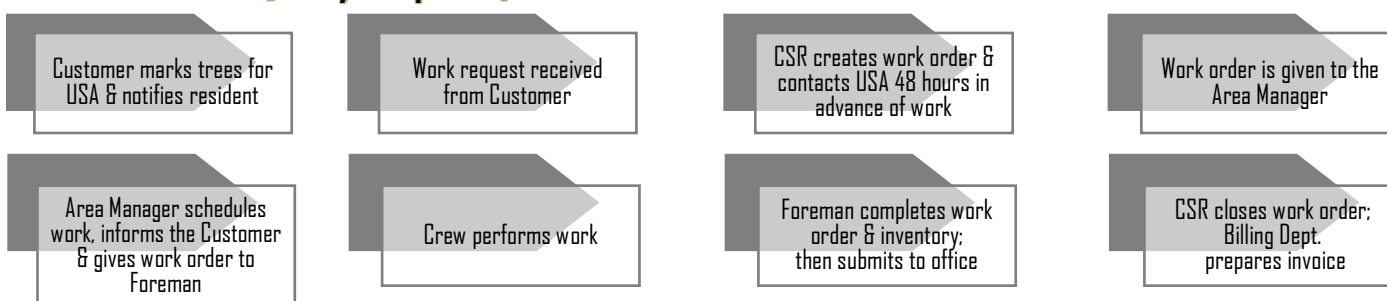
WCA will give right to operate within the project to the Agency workers and/other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

## WORKFLOW TIMELINE

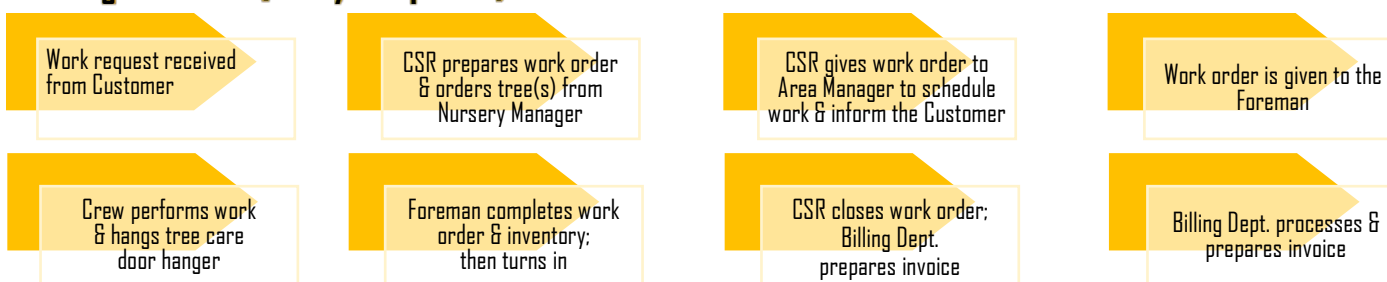
### Grid Pruning Flowchart (30 day Completion)



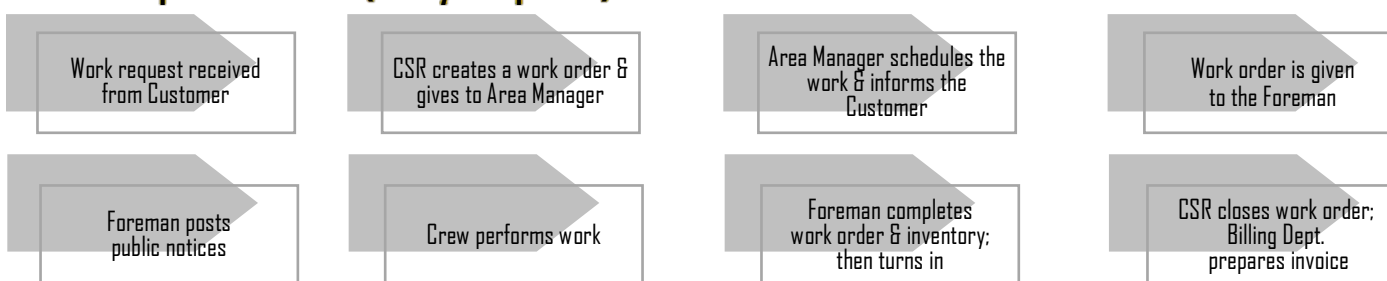
### Removal Flowchart (15 day Completion)



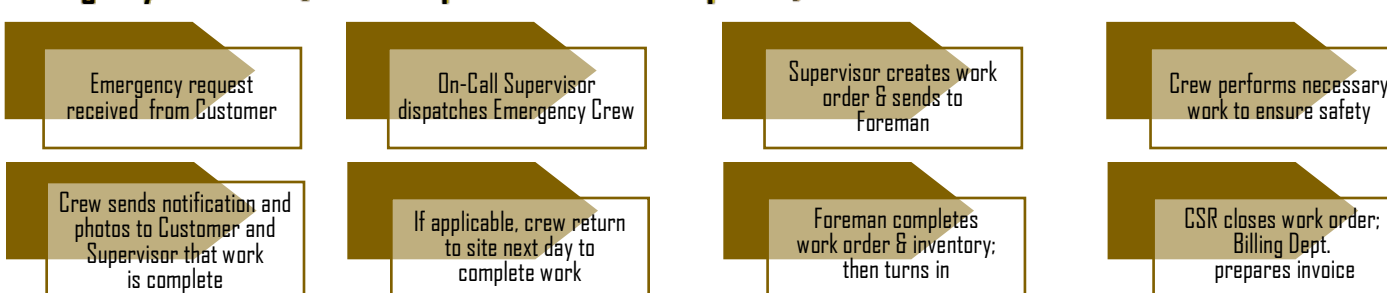
### Planting Flowchart (15 day Completion)



### Service Request Flowchart (15 day Completion)



### Emergency Flowchart (1 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:

**DANIEL RIVAS** SUPERVISOR  
(714) 715-0089

**RANDY THOMPSON** VICE PRESIDENT  
(714) 920-1273

**JUAN MARQUEZ** SUPERVISOR  
(714) 620-4489

**KRIS BURBIDGE** AREA MANAGER  
(714) 920-0567

**CHUCK WORKING** SUPERVISOR  
(714) 920-0413

After confirmation from the on-call Manager, you can email multiple locations to:

**LIMBDOWN@WCAINC.COM**

NORMAL BUSINESS HOURS  
(714) 991-1900



## SAMPLE PLANTING DOOR HANGER

**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.

**WCA**  
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 containments 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

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 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

3/7/18

# 5

## TECHNICAL APPROACH ARBORACCESS

### 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	GRAPE 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%
	<b>Total Trees</b>		<b>33,289</b>	<b>100%</b>

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



Modern Fleet consisting of 1000+

# 6

# 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.

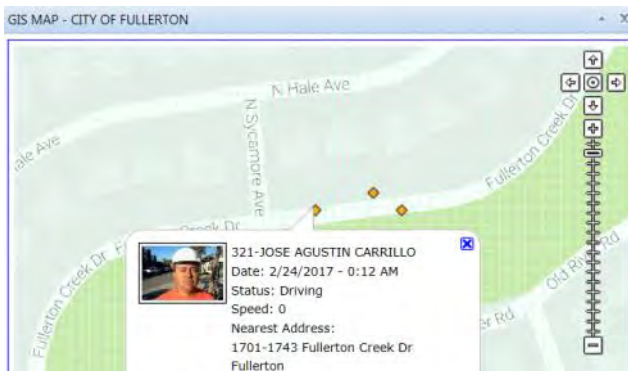
## CHP Biennial Inspection of Terminal Certification

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.

## NetworkCar Fleet Solutions

WCA has partnered with NetworkCar Fleet Solutions 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	261
Aerial Lift Devices	252
95' Aerial Devices	15
Dump Trucks	147
Flat Beds	39
Forklifts	6
Arrowboards	60
ATVs	4
Stump Grinders	48
Loaders	65
Rubber Track Loader	1
Root Pruners	2
Rolloff Trucks	39
Saw Mill	2
Log Skidder	1
Back Hoes	1
Brush Chippers	152
Cranes	5
Toyota Prius	10
Toyota Yaris	8
Ford CMAX	4

## 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.

# 7

## REFERENCES/ EXPERIENCE

### CITY OF LAGUNA NIGUEL



**Annual Budget:** \$ 250,000  
**Contact:** Jerry Sollom, Park Maint. & Contract Supv  
**Address:** 30111 Crown Valley Pkwy., Laguna Niguel, CA 92677  
**Phone:** (949) 362-4349  
**Email:** jsollom@cityoflagunaniguel.org

**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:** \$ 900,000  
**Contact:** Dennis Quinlivan, Landscape Maint. Supt.  
**Address:** 116 S. Basque Ave., Fullerton, CA 92633  
**Phone:** (714) 738-6805  
**Email:** dennis@ci.fullerton.ca.us

**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:** \$ 985,000  
**Contact:** Randy Menzel, Tree Supervisor  
**Address:** P.O. Box 190, Huntington Beach, CA 92648  
**Phone:** (714) 596-4316  
**Email:** rmenzel@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:** \$ 390,000  
**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	\$ 1,375,000.00
City of Corona	Since 2010	\$ 1,300,000.00
City of Fullerton	Since 1998	\$ 1,000,000.00
City of Glendale	Since 2015	\$ 1,056,000.00
City of Huntington Beach	Since 2008	\$ 1,000,000.00
City of Long Beach	Since 2016	\$ 1,200,000.00
City of Palo Alto	Since 2016	\$ 1,400,000.00
City of Sacramento	Since 2015	\$ 1,000,000.00
City of San Diego	Since 2015	\$ 2,000,000.00
City of Santa Ana	Since 2015	\$ 1,082,000.00
City of Santa Monica	Since 2011	\$ 1,723,000.00
County of LA	Since 2015	\$ 4,300,000.00
County of Orange	Since 2013	\$ 1,800,000.00
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 INDIO	CITY OF REDLANDS	CITY OF TULARE
CITY OF ALAMEDA	CITY OF IRVINDALE	CITY OF RIALTO	CITY OF TUSTIN
CITY OF ALHAMBRA	CITY OF LA CANADA FLINTRIDGE	CITY OF RIVERSIDE	CITY OF UNION CITY
CITY OF ANAHEIM	CITY OF LA HABRA	CITY OF ROSEMEAD	CITY OF UPLAND
CITY OF ARTESIA	CITY OF LA MESA	CITY OF ROSEVILLE	CITY OF VENTURA
CITY OF AZUSA	CITY OF LA MIRADA	CITY OF SACRAMENTO	CITY OF VICTORVILLE
CITY OF BALDWIN PARK	CITY OF LA PALMA	CITY OF SAN BERNARDINO	CITY OF VISALIA
CITY OF BELL	CITY OF LA PUENTE	CITY OF SAN DIEGO	CITY OF VISTA
CITY OF BELLFLOWER	CITY OF LA VERNE	CITY OF SAN DIMAS	CITY OF WALNUT
CITY OF BEVERLY HILLS	CITY OF LAGUNA BEACH	CITY OF SAN FERNANDO	CITY OF WEST COVINA
CITY OF BREA	CITY OF LAGUNA HILLS	CITY OF SAN GABRIEL	CITY OF WEST HOLLYWOOD
CITY OF BRENTWOOD	CITY OF LAGUNA NIGUEL	CITY OF SAN JACINTO	CITY OF WEST SACRAMENTO
CITY OF BUENA PARK	CITY OF LAKE ELSINORE	CITY OF SAN JOSE	CITY OF WHITTIER
CITY OF BURBANK	CITY OF LAKEWOOD	CITY OF SAN JUAN CAPISTRANO	CITY OF WOODLAND
CITY OF CAMARILLO	CITY OF LODI	CITY OF SAN MARCOS	CITY OF YORBA LINDA
CITY OF CARLSBAD	CITY OF LOMITA	CITY OF SAN RAMON	COUNTY OF ALAMEDA
CITY OF CARMEL-BY-THE-SEA	CITY OF LOMPOC	CITY OF SANTA ANA	COUNTY OF COLUSA
CITY OF CARPINTERIA	CITY OF LONG BEACH	CITY OF SANTA BARBARA	COUNTY OF CONTRA COSTA
CITY OF CARSON	CITY OF LOS ALAMITOS	CITY OF SANTA CLARA	COUNTY OF FRESNO
CITY OF CERRES	CITY OF LOS ALTOS	CITY OF SANTA FE SPRINGS	COUNTY OF LOS ANGELES
CITY OF CHINO HILLS	CITY OF LOS ANGELES	CITY OF SANTA MARIA	COUNTY OF MONTEREY
CITY OF CHOWCHILLA	CITY OF MADERA	CITY OF SANTA MONICA	<b>COUNTY OF ORANGE</b>
CITY OF CITRUS HEIGHTS	CITY OF MANHATTAN BEACH	CITY OF SANTA PAULA	COUNTY OF RIVERSIDE
CITY OF CLAREMONT	CITY OF MAYWOOD	CITY OF SANTEE	COUNTY OF SAN BERNARDINO
CITY OF COACHELLA	CITY OF MENLO PARK	CITY OF SIERRA MADRE	COUNTY OF SAN DIEGO
CITY OF CONCORD	CITY OF MILPITAS	CITY OF SIGNAL HILL	COUNTY OF SAN JOAQUIN
CITY OF CORDONA	CITY OF MISSION VIEJO	CITY OF SOLANA BEACH	COUNTY OF TULARE
CITY OF CORDONADO	CITY OF MONROVIA	CITY OF SOUTH PASADENA	COUNTY OF YOLO
CITY OF COSTA MESA	CITY OF MONTCLAIR	CITY OF SOUTH SAN FRANCISCO	TOWN OF ATHERTON
CITY OF COVINA	CITY OF MONTEBELLO	CITY OF STOCKTON	TOWN OF LOS GATOS
CITY OF CULVER CITY	CITY OF MONTEREY	CITY OF SUNNYVALE	
CITY OF DANA POINT	CITY OF MONTEREY PARK	CITY OF TEMECULA	
CITY OF DAVIS	CITY OF MOORPARK	CITY OF TEMPLE CITY	
CITY OF DEL MAR	CITY OF MORENO VALLEY	CITY OF THOUSAND OAKS	
CITY OF DIAMOND BAR	CITY OF MORGAN HILL	CITY OF TORRANCE	
CITY OF DUARTE	CITY OF MOUNTAIN VIEW	CITY OF TRACY	
CITY OF EL CAJON	CITY OF MURRIETA		
CITY OF EL CERRITO	CITY OF NEWARK		
CITY OF ENCINITAS	CITY OF NORCO		
CITY OF FILLMORE	CITY OF NORWALK		
CITY OF FONTANA	CITY OF OAKLEY		
CITY OF FRESNO	CITY OF OCEANSIDE		
CITY OF FULLERTON	CITY OF ONTARIO		
CITY OF GARDEN GROVE	CITY OF ORANGE		
CITY OF GARDENA	CITY OF OXNARD		
CITY OF GILROY	CITY OF PALO ALTO		
CITY OF GLENDALE	CITY OF PARAMOUNT		
CITY OF GLENORA	CITY OF PERRIS		
CITY OF HUNTINGTON BEACH	CITY OF PLACENTIA		
CITY OF IMPERIAL BEACH	CITY OF PLEASANTON		
	CITY OF POMONA		
	CITY OF PORTERVILLE		
	CITY OF POWAY		
	CITY OF RANCHO PALOS VERDES		

**Certificate of Insurance**

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON YOU THE CERTIFICATE HOLDER. THIS CERTIFICATE IS NOT AN INSURANCE POLICY AND DOES NOT AMEND, EXTEND, OR ALTER THE COVERAGE AFFORDED BY THE POLICIES LISTED BELOW. POLICY LIMITS ARE NO LESS THAN THOSE LISTED. ALTHOUGH POLICIES MAY INCLUDE ADDITIONAL SUBLIMIT/LIMITS NOT LISTED BELOW.

**This is to Certify that**

WEST COAST ARBORISTS, INC  
2200 EAST VIA BURTON  
ANAHEIM CA 92806

NAME AND ADDRESS OF INSURED



**Liberty Mutual.**  
INSURANCE

is, at the issue date of this certificate, insured by the Company under the policy(ies) listed below. The insurance afforded by the listed policy(ies) is subject to all their terms, exclusions and Conditions and is not altered by any requirement, term or condition of any contract or other document with respect to which this certificate may be issued.

TYPE OF POLICY	EXP DATE		POLICY NUMBER	LIMIT OF LIABILITY	
	<input type="checkbox"/> CONTINUOUS	<input type="checkbox"/> EXTENDED			
<b>WORKERS COMPENSATION</b> Statutory Limits	7/1/2018		WA7-66D-039499-077	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	
				<b>EMPLOYERS LIABILITY</b>	
				Bodily Injury by Accident <b>\$1,000,000</b> Each Accident	
				Bodily Injury By Disease <b>\$1,000,000</b> Policy Limit	
<b>COMMERCIAL GENERAL LIABILITY</b> <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2018		TB2-661-039499-017	General Aggregate <b>\$2,000,000</b>	
				Products / Completed Operations Aggregate <b>\$2,000,000</b>	
				Each Occurrence <b>\$1,000,000</b>	
				Personal & Advertising Injury <b>\$1,000,000</b> Per Person / Organization	
				Other Damage to premises rented to you <b>\$300,000</b>	
				Other Medical Expense <b>\$5,000</b>	
<b>AUTOMOBILE LIABILITY</b> <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2018		AS7-661-039499-037	Each Accident—Single Limit <b>\$2,000,000</b> B.I. And P.D. Combined	
				Each Person	
				Each Accident or Occurrence	
				Each Accident or Occurrence	
<b>OTHER</b> Umbrella Excess Liability	7/1/2017 - 7/1/2018		TH7-661-039499-047	\$5,000,000 Per Occurrence/Aggregate	
<b>ADDITIONAL COMMENTS</b>					

\* If the certificate expiration date is continuous or extended term, you will be notified if coverage is terminated or reduced before the certificate expiration date.

**NOTICE OF CANCELLATION:** (NOT APPLICABLE UNLESS A NUMBER OF DAYS IS ENTERED BELOW.) BEFORE THE STATED EXPIRATION DATE THE COMPANY WILL NOT CANCEL OR REDUCE THE INSURANCE AFFORDED UNDER THE ABOVE POLICIES UNTIL AT LEAST **30** DAYS NOTICE OF SUCH CANCELLATION HAS BEEN MAILED TO:

**Liberty Mutual Insurance Group**

Certificate Holder  
Evidence Only  
2200 E Via Burton  
Anaheim CA 92806

*Elaine Ulan*  
Elaine Ulan  
AUTHORIZED REPRESENTATIVE  
Los Angeles / 0603 818 W 7th Street, Suite 850 0564408  
Los Angeles CA 90017 213-443-0782 6/13/2017  
OFFICE PHONE DATE ISSUED

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those Companies NM 772 07-10