

REQUEST FOR COUNCIL ACTION



CITY COUNCIL MEETING DATE:

NOVEMBER 17, 2020

TITLE:

**AWARD A CONTRACT TO WEST COAST
ARBORIST, INC., FOR TREE
MAINTENANCE SERVICES FOR AN
EIGHTEEN MONTH TERM IN THE AMOUNT
OF \$3,028,650 WITH SIX ONE YEAR
EXTENSIONS IN AN ANNUAL AMOUNT OF
\$2,019,100 FOR A TOTAL AMOUNT NOT
TO EXCEED \$15,143,250, FOR UP TO A
SEVEN-AND-A- HALF-YEAR TERM
(GENERAL FUND)**

CLERK OF COUNCIL USE ONLY:

APPROVED

- ☐ As Recommended
- ☐ As Amended
- ☐ Ordinance on 1st Reading
- ☐ Ordinance on 2nd Reading
- ☐ Implementing Resolution
- ☐ Set Public Hearing For _____

CONTINUED TO _____

FILE NUMBER _____

/s/ Kristine Ridge

CITY MANAGER

RECOMMENDED ACTION

Authorize the City Manager to execute an agreement with West Coast Arborist, Inc. for tree maintenance services for an initial 18-month term beginning July 1, 2021, and expiring December 31, 2022, in an amount of \$3,028,650, with provisions for six one-year extensions in an annual amount of \$2,019,100, exercisable by the City Manager, for a total amount not to exceed \$15,143,250 for the seven-and-a-half-year maximum term, subject to non-substantive changes approved by the City Manager and City Attorney.

DISCUSSION

The Public Works Agency is responsible for the maintenance of approximately 50,000 parkway and street median trees, with the primary goal of preserving the integrity and health of the Santa Ana Urban Forest. Street tree pruning services have been performed by contract for the past 25 years in partnership with City staff.

West Coast Arborist, Inc. (WCA) is the current provider and has proven to reliably service the community's urban forest needs by pruning approximately 15,000 trees a year. WCA has also implemented an inventory system utilizing Global Positioning System (GPS) technology for all City street trees and prepared an inventory for the City's use. This GPS inventory has led to more efficient tree inspections and pruning, improved accuracy in record-keeping, and timely production of information relevant to service requests and liability claim investigations. Additionally, WCA provides arborist consulting services and routinely participates in City events by providing free trees and education to the public. The contract with WCA was approved in 2015 and expires on June 30, 2021.

Santa Ana Municipal Code (SAMC) Section 2-807.d for Non-Bid Purchases allows contracts to be exempted from competitive bidding through an open market purchase when vendors have been awarded a similar type of purchase contract by another public agency after going through a competitive bidding process. The City of Rancho Cucamonga, California, utilized a competitive

bidding process to award a contract for Citywide Tree Maintenance Services to West Coast Arborist, Inc. in 2019 with specifications that met the City of Santa Ana's requirements (Exhibit 1). Staff recommends exercising the SAMC provision to award a contract to WCA utilizing the City of Rancho Cucamonga's contract to receive the same pricing for tree services (Exhibit 2).

WCA is qualified, reputable, and has experience with contracts similar in type and size as demonstrated by their 200 municipal service contracts throughout California. They have sufficient staff, including arborists and tree trimming professionals, to maintain pruning schedules according to International Society of Arboriculture standards, as well as two local tree nurseries. They also have the ability to provide additional critical resources during emergencies such as wind or rainstorms, allowing the City to provide immediate assistance to the community.

Tree pruning makes up approximately 70 percent of the total annual tree-related services in Santa Ana and the remaining 30 percent is composed of specialty services such as crew rentals for large tree removals and emergency response. In comparing tree-pruning contracts awarded to other cities in 2020 with the proposed WCA agreement, the contract amounts for the Cities of Oxnard, Irvine and Long Beach are higher for comparable pruning services.

Exercising the City's SAMC Non-Bid process and utilizing the contract with the City of Rancho Cucamonga is the most beneficial option for the City of Santa Ana and will provide the best quality service at a minimum cost. The table below provides the contract amounts of comparable cities based on the average tree size for grid and light pruning of trees for 2020.

Service Type	Santa Ana WCA (Current)	Santa Ana WCA (Proposed- Rancho Cucamonga Jan 2020)	Oxnard WCA (Jan 2020)	Irvine WCA (May 2020)	Long Beach Great Scott (April 2020)
Grid Prune Price per tree (Annual trees pruned - 9,500)	\$63.00 (\$598,500 Annually)	\$74.00 (\$703,000 Annually)	\$82.00 (\$770,000 Annually)	\$105.00 (\$997,500 Annually)	\$148.25 (\$1,408,375 Annually)
Light Prune Price per tree (Annual trees pruned - 2,500)	\$37.00 (\$92,500 Annually)	\$37.00 (\$112,500 Annually)	\$58.00 (\$145,00 Annually)	\$39.00 (\$262,400 Annually)	\$41.00 (\$102,500 Annually)
Total Annual Pruning Cost	\$691,000	\$815,500	\$915,000	\$1,260,000	\$1,510,875

FISCAL IMPACT

Funding for this agreement will be budgeted in the future years beginning with FY 2021-22 in the following accounts:

Accounting Unit Account Number	Accounting Unit Account Description	Fund Description	FY 2021-2022 7/2021-6/2022 (12 MONTHS)	FY 2022-2023 7/2022 – 6/2023 (12 MONTHS)	FY 2023-2024 7/2023 – 6/2024 (12 MONTHS)	FY 2024-2025 7/2024 – 6/2025 (12 MONTHS)
01117643-62300	Public Works Street Trees	General Fund	\$1,499,100	\$1,499,100	\$1,499,100	\$1,499,100
02917635-62300	Public Works Median Landscaping	General Fund	\$200,000	\$200,000	\$200,000	\$200,000
01113250-62320	Parks Maintenance	General Fund	\$250,000	\$250,000	\$250,000	\$250,000
07413250-62320	Parks Civic Center	General Fund	\$30,000	\$30,000	\$30,000	\$30,000
01113220-62300	Parks Zoo	General Fund	\$30,000	\$30,000	\$30,000	\$30,000
06717650-62320	Public Works SARTC Operations	Enterprise Fund	\$5,000	\$5,000	\$5,000	\$5,000
02718133-62300	CDA Downtown Enhancements	Enterprise Fund	\$5,000	\$5,000	\$5,000	\$5,000
Total			\$2,019,100	\$2,019,100	\$2,019,100	\$2,019,100

Accounting Unit Account Number	Accounting Unit Account Description	Fund Description	FY 2025-2026 7/2025 - 6/2026 (12 MONTHS)	FY 2026-2027 7/2026 - 6/2027 (12 MONTHS)	FY 2027-2028 7/2027– 6/2028 (12 MONTHS)	FY 2027-2028 7/2027– 12/2027 (6 MONTHS)
01117643-62300	Public Works Street Trees	General Fund	\$1,499,100	\$1,499,100	\$1,499,100	\$749,550
02917635-62300	Public Works Median Landscaping	General Fund	\$200,000	\$200,000	\$200,000	\$100,000
01117630-62321	Parks Maintenance	General Fund	\$250,000	\$250,000	\$250,000	\$125,000
07413250-62320	Parks Civic Center	General Fund	\$30,000	\$30,000	\$30,000	\$15,000
01113220-62300	Parks Zoo	General Fund	\$30,000	\$30,000	\$30,000	\$15,000
06717650-62320	Public Works SARTC Operations	Enterprise Fund	\$5,000	\$5,000	\$5,000	\$2,500
02718133-62300	CDA	Enterprise Fund	\$5,000	\$5,000	\$5,000	\$2,500

	Downtown Enhancements					
Total			\$2,019,100	\$2,019,100	\$2,019,100	\$1,009,550
GRAND TOTAL AMOUNT - NOT TO EXCEED						\$15,143,250

Fiscal Impact Verified By: Kathryn Downs, CPA, Executive Director – Finance and Management Services Agency

Submitted By: Nabil Saba, P.E., Executive Director – Public Works Agency

Exhibits: 1. City of Rancho Cucamonga Agreement
2. Agreement with West Coast Arborist, Inc.



CITY OF RANCHO CUCAMONGA
PUBLIC WORKS SERVICES DEPARTMENT

City of Rancho Cucamonga
CONTRACT NUMBER
19-187

CONTRACT

CITYWIDE TREE MAINTENANCE

AWARD DATE:

Wednesday, December 4, 2019

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered into this 4th day of December 2019, by and between the City of Rancho Cucamonga, a municipal corporation ("City") and West Coast Arborists, Inc., a Tree Service Contractor ("Contractor").

RECITALS

- A. City has heretofore issued its request for proposals to perform the following services: Citywide Tree Maintenance Services (RFP 19/20-007) ("the Project").
- B. Contractor has submitted a proposal to perform the services described in Recital "A", above, necessary to complete the Project.
- C. City desires to engage Contractor to complete the Project in the manner set forth and more fully described herein.
- D. Contractor represents that it is fully qualified and licensed under the laws of the State of California to perform the services contemplated by this Agreement in a good and professional manner.

AGREEMENT

NOW, THEREFORE, in consideration of performance by the parties of the mutual promises, covenants, and conditions herein contained, the parties hereto agree as follows:

1. Contractor's Services.

1.1 Scope and Level of Services. Subject to the terms and conditions set forth in this Agreement, City hereby engages Contractor to perform all services described in Recitals "A" and "B" above, including, but not limited to pruning, removals, stump grinding, planting, staking, pest control, fertilizing, watering, emergency response, arborist services, inventory and banner hanging work; all as more fully set forth in RFP 19/20-007, attached hereto as Exhibit A Contractor's proposal, dated July 23, 2019, attached hereto as Exhibit B, and Unit Costs attached hereto as Exhibit C, hereinafter entitled "Scope of Work", and incorporated by reference herein. The nature, scope, and level of the services required to be performed by Contractor are set forth in the Scope of Work and are referred to herein as "the Services." In the event of any inconsistencies between the Scope of Work and this Agreement, the terms and provisions of this Agreement shall control.

1.2 Revisions to Scope of Work. Upon request of the City the Contractor will promptly meet with City staff to discuss any revisions to the Project desired by the City. Contractor agrees that the Scope of Work may be amended based upon said meetings, and, by


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amendment to this Agreement, the parties may agree on a revision or revisions to Contractor's compensation based thereon. A revision pursuant to this Section that does not increase the total cost payable to Contractor by more than ten percent (10%) of the total compensation specified in Section 3, may be approved in writing by City's Manager without amendment.

1.3 Time for Performance. Contractor shall perform all services under this Agreement in a timely, regular basis consistent with industry standards for professional skill and care, and in accordance with any schedule of performance set forth in the Scope of Work, or as set forth in a "Schedule of Performance", if such Schedule is attached hereto as Exhibit "N/A".

1.4 Standard of Care. As a material inducement to City to enter into this Agreement, Contractor hereby represents that it has the experience necessary to undertake the services to be provided. In light of such status and experience, Contractor hereby covenants that it shall follow the customary professional standards in performing the Services.

1.5 Familiarity with Services. By executing this Agreement, Contractor represents that, to the extent required by the standard of practice, Contractor (a) has investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. Contractor represents that Contractor, to the extent required by the standard of practice, has investigated any areas of work, as applicable, and is reasonably acquainted with the conditions therein. Should Contractor discover any latent or unknown conditions, which will materially affect the performance of services, Contractor shall immediately inform City of such fact and shall not proceed except at Contractor's risk until written instructions are received from the City Representative.

2. Term of Agreement. The term of this Agreement shall become effective as of the date of the mutual execution by way of both party's signature (the "Effective Date") through June 30, 2021. No work shall be conducted; service or goods will not be provided until this Agreement has been executed and requirements have been fulfilled.

Parties to this Agreement shall have the option to renew in one (1) year increments to a total of six (6) additional years, unless sooner terminated as provided in Section 14 herein. Prior to entering into an agreement for an annual extension the Contractor may request a Cost of living Increase in an amount not to exceed the increase in the December index of the Consumer Price Index All Urban Consumers for the Riverside-San Bernardino-Ontario, California area published by the U.S. Department of Labor, Bureau of Labor Statistics. Options to renew are contingent upon the City Manager's approval, subject to pricing review, and in accordance to all Terms and Conditions stated herein unless otherwise provided in writing by the City.

3. Compensation.

3.1 Compensation. City shall compensate Contractor as set forth in Exhibit C, provided, however, that full, total and complete amount payable to Contractor shall not


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exceed \$600,000 (Six Hundred Thousand Dollars) for services January 1, 2020 through June 30, 2020 and \$1,200,000 (One Million, Two Hundred Thousand Dollars) for services July 1, 2020 through June 30, 2021, including all out of pocket expenses, unless additional compensation is approved by the City Manager or City Council. City shall not withhold any federal, state or other taxes, or other deductions. However, City shall withhold not more than ten percent (10%) of any invoice amount pending receipt of any deliverables reflected in such invoice. Under no circumstance shall Contractor be entitled to compensation for services not yet satisfactorily performed.

The parties further agree that compensation may be adjusted in accordance with Section 1.2 to reflect subsequent changes to the Scope of Services. City shall compensate Contractor for any authorized extra services as set forth in Exhibit C.

4. Method of Payment.

4.1 Invoices. Contractor shall submit to City monthly invoices for the Services performed pursuant to this Agreement. The invoices shall describe in detail the Services rendered during the period and shall separately describe any authorized extra services. Any invoice claiming compensation for extra services shall include appropriate documentation of prior authorization of such services. All invoices shall be remitted to the City of Rancho Cucamonga, California.

4.2 City shall review such invoices and notify Contractor in writing within ten (10) business days of any disputed amounts.

4.3 City shall pay all undisputed portions of the invoice within thirty (30) calendar days after receipt of the invoice up to the not-to-exceed amounts set forth in Section 3.

4.4 All records, invoices, time cards, cost control sheets and other records maintained by Contractor relating to services hereunder shall be available for review and audit by the City.

5. Representatives.

5.1 City Representative. For the purposes of this Agreement, the contract administrator and City representative shall be Lucas Mitchell, Maintenance Supervisor, or such other person as designated in writing by the City ("City Representative"). It shall be Contractor's responsibility to assure that the City Representative is kept informed of the progress of the performance of the services, and Contractor shall refer any decisions that must be made by City to the City Representative. Unless otherwise specified herein, any approval of City required hereunder shall mean the approval of the City Representative.

5.2 Contractor Representative. For the purposes of this Agreement, Patrick Mahoney, President, is hereby designated as the principal and representative of Contractor


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authorized to act in its behalf with respect to the services specified herein and make all decisions in connection therewith ("Contractor's Representative"). It is expressly understood that the experience, knowledge, capability and reputation of the Contractor's Representative were a substantial inducement for City to enter into this Agreement. Therefore, the Contractor's Representative shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. Contractor may not change the Responsible Principal without the prior written approval of City.

6. Contractor's Personnel.

6.1 All Services shall be performed by Contractor or under Contractor's direct supervision, and all personnel shall possess the qualifications, permits, and licenses required by State and local law to perform such Services, including, without limitation, a City business license as required by the City's Municipal Code.

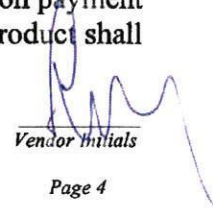
6.2 Contractor shall be solely responsible for the satisfactory work performance of all personnel engaged in performing the Services and compliance with the standard of care set forth in Section 1.4.

6.3 Contractor shall be responsible for payment of all employees' and subcontractors' wages and benefits, and shall comply with all requirements pertaining to employer's liability, workers' compensation, unemployment insurance, and Social Security. By its execution of this Agreement, Contractor certifies that it is aware of the provisions of Section 3700 of the California Labor Code that require every employer to be insured against liability for Worker's Compensation or to undertake self-insurance in accordance with the provisions of that Code, and agrees to comply with such provisions before commencing the performance of the Services.

6.4 Contractor shall indemnify, defend and hold harmless City and its elected officials, officers and employees, servants, designated volunteers, and agents serving as independent contractors in the role of City officials, from any and all liability, damages, claims, costs and expenses of any nature to the extent arising from Contractor's violations of personnel practices and/or any violation of the California Labor Code. City shall have the right to offset against the amount of any fees due to Contractor under this Agreement any amount due to City from Contractor as a result of Contractor's failure to promptly pay to City any reimbursement or indemnification arising under this Section 6.

7. Ownership of Work Product.

7.1 Ownership. All documents, ideas, concepts, electronic files, drawings, photographs and any and all other writings, including drafts thereof, prepared, created or provided by Contractor in the course of performing the Services, including any and all intellectual and proprietary rights arising from the creation of the same (collectively, "Work Product"), are considered to be "works made for hire" for the benefit of the City. Upon payment being made, and provided Contractor is not in breach of this Agreement, all Work Product shall

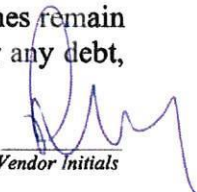

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be and remain the property of City without restriction or limitation upon its use or dissemination by City. Basic survey notes, sketches, charts, computations and similar data prepared or obtained by Contractor under this Agreement shall, upon request, be made available to City. None of the Work Product shall be the subject of any common law or statutory copyright or copyright application by Contractor. In the event of the return of any of the Work Product to Contractor or its representative, Contractor shall be responsible for its safe return to City. Under no circumstances shall Contractor fail to deliver any draft or final designs, plans, drawings, reports or specifications to City upon written demand by City for their delivery, notwithstanding any disputes between Contractor and City concerning payment, performance of the contract, or otherwise. This covenant shall survive the termination of this Agreement. City's reuse of the Work Product for any purpose other than the Project, shall be at City's sole risk.

7.2. Assignment of Intellectual Property Interests: Upon execution of this Agreement and to the extent not otherwise conveyed to City by Section 7.1, above, the Contractor shall be deemed to grant and assign to City, and shall require all of its subcontractors to assign to City, all ownership rights, and all common law and statutory copyrights, trademarks, and other intellectual and proprietary property rights relating to the Work Product and the Project itself, and Contractor shall disclaim and retain no rights whatsoever as to any of the Work Product, to the maximum extent permitted by law. City shall be entitled to utilize the Work Product for any and all purposes, including but not limited to constructing, using, maintaining, altering, adding to, restoring, rebuilding and publicizing the Project or any aspect of the Project.

7.3 Title to Intellectual Property. Contractor warrants and represents that it has secured all necessary licenses, consents or approvals to use any instrumentality, thing or component as to which any intellectual property right exists, including computer software, used in the rendering of the Services and the production of the Work Product and/or materials produced under this Agreement, and that City has full legal title to and the right to reproduce any of the Work Product. Contractor shall defend, indemnify and hold City, and its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials, harmless from any loss, claim or liability in any way related to a claim that City's use is violating federal, state or local laws, or any contractual provisions, relating to trade names, licenses, franchises, patents or other means of protecting intellectual property rights and/or interests in products or inventions. Contractor shall bear all costs arising from the use of patented, copyrighted, trade secret or trademarked documents, materials, software, equipment, devices or processes used or incorporated in the Services and materials produced under this Agreement. In the event City's use of any of the Work Product is held to constitute an infringement and any use thereof is enjoined, Contractor, at its expense, shall: (a) secure for City the right to continue using the Work Product by suspension of any injunction or by procuring a license or licenses for City; or (b) modify the Work Product so that it becomes non-infringing. This covenant shall survive the termination of this Agreement.

8. Status as Independent Contractor. Contractor is, and shall at all times remain as to City, a wholly independent contractor. Contractor shall have no power to incur any debt,


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obligation, or liability on behalf of City or otherwise act as an agent of City. Neither City nor any of its agents shall have control over the conduct of Contractor or any of Contractor's employees, except as set forth in this Agreement. Contractor shall not, at any time, or in any manner, represent that it or any of its officers, agents or employees are in any manner employees of City. Contractor shall pay all required taxes on amounts paid to Contractor under this Agreement, and to defend, indemnify and hold City harmless from any and all taxes, assessments, penalties, and interest asserted against City by reason of the independent contractor relationship created by this Agreement. Contractor shall fully comply with the workers' compensation law regarding Contractor and Contractor's employees

9. Confidentiality. Contractor may have access to financial, accounting, statistical, and personnel data of individuals and City employees. Contractor covenants that all data, documents, discussion, or other information developed or received by Contractor or provided for performance of this Agreement are confidential and shall not be disclosed by Contractor without prior written authorization by City. City shall grant such authorization if applicable law requires disclosure. All City data shall be returned to City upon the termination of this Agreement. Contractor's covenant under this Section shall survive the termination of this Agreement. This provision shall not apply to information in whatever form that is in the public domain, nor shall it restrict the Contractor from giving notices required by law or complying with an order to provide information or data when such an order is issued by a court, administrative agency or other legitimate authority, or if disclosure is otherwise permitted by law and reasonably necessary for the Contractor to defend itself from any legal action or claim.

10. Conflict of Interest.

10.1 Contractor covenants that it presently has no interest and shall not acquire any interest, direct or indirect, which may be affected by the Services, or which would conflict in any manner with the performance of the Services. Contractor further covenants that, in performance of this Agreement, no person having any such interest shall be employed by it. Furthermore, Contractor shall avoid the appearance of having any interest, which would conflict in any manner with the performance of the Services. Contractor shall not accept any employment or representation during the term of this Agreement which is or may likely make Contractor "financially interested" (as provided in California Government Code §§1090 and 87100) in any decision made by City on any matter in connection with which Contractor has been retained.

10.2 Contractor further represents that it has not employed or retained any person or entity, other than a *bona fide* employee working exclusively for Contractor, to solicit or obtain this Agreement. Contractor has not paid or agreed to pay any person or entity, other than a *bona fide* employee working exclusively for Contractor, any fee, commission, gift, percentage, or any other consideration contingent upon the execution of this Agreement. Upon any breach or violation of this warranty, City shall have the right, at its sole and absolute discretion, to terminate this Agreement without further liability, or to deduct from any sums payable to Contractor hereunder the full amount or value of any such fee, commission, percentage or gift.


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10.3 Contractor has no knowledge that any officer or employee of City has any interest, whether contractual, noncontractual, financial, proprietary, or otherwise, in this transaction or in the business of Contractor, and that if any such interest comes to the knowledge of Contractor at any time during the term of this Agreement, Contractor shall immediately make a complete, written disclosure of such interest to City, even if such interest would not be deemed a prohibited "conflict of interest" under applicable laws as described in subsection 10.1.

11. Indemnification.

11.1 To the maximum extent permitted by law, the Contractor shall defend, indemnify and hold the City, and its elected officials, officers, employees, servants, volunteers, and agents serving as independent contractors in the role of City officials, (collectively, "Indemnitees"), free and harmless with respect to any and all damages, liabilities, losses, reasonable defense costs or expenses (collectively, "Claims"), including but not limited to Claims relating to death or injury to any person and injury to any property, which arise out of, pertain to, or relate to the acts, omissions, activities or operations of Contractor or any of its officers, employees, subcontractors, Contractors, or agents in the performance of this Agreement. Contractor shall defend Indemnitees in any action or actions filed in connection with any such Claims with counsel of City's choice, and shall pay all costs and expenses, including actual attorney's fees and experts' costs incurred in connection with such defense. The indemnification obligation herein shall not in any way be limited by the insurance obligations contained in this Agreement provided, however, that the Contractor shall have no obligation to indemnify for Claims arising out of the sole negligence or willful misconduct of any of the Indemnitees.

11.2 Nonwaiver of Rights. Indemnitees do not, and shall not, waive any rights that they may possess against Contractor because of the acceptance by City, or the deposit with City, of any insurance policy or certificate required pursuant to this Agreement.

11.3 Waiver of Right of Subrogation. Except as otherwise expressly provided in this Agreement, Contractor, on behalf of itself and all parties claiming under or through it, hereby waives all rights of subrogation against the Indemnitees, while acting within the scope of their duties, from all claims, losses and liabilities arising out of or incident to activities or operations performed by or on behalf of the Contractor.

11.4 Survival. The provisions of this Section 11 shall survive the termination of the Agreement and are in addition to any other rights or remedies which Indemnitees may have under the law. Payment is not required as a condition precedent to an Indemnitee's right to recover under this indemnity provision, and an entry of judgment against Contractor shall be conclusive in favor of the Indemnitee's right to recover under this indemnity provision.

12. Insurance.


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12.1 Liability Insurance. Contractor shall procure and maintain in full force and effect for the duration of this Agreement, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the services hereunder by Contractor, and/or its agents, representatives, employees or subcontractors.

12.2 Minimum Scope of Insurance. Unless otherwise approved by City, coverage shall be at least as broad as:

- (1) Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001).
- (2) Insurance Services Office form number CA 0001 (Ed. 1/87) covering Automobile Liability, code 1 (any auto).
- (3) Worker's Compensation insurance as required by the State of California, and Employer's Liability Insurance.

12.3 Minimum Limits of Insurance. Contractor shall maintain limits no less than:

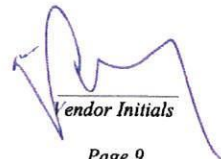
- (1) Commercial General Liability: \$2,000,000 per occurrence for bodily injury, personal injury and property damage. Commercial General Liability Insurance or other form with a general aggregate limit shall apply separately to this Agreement or the general limit shall be twice the required occurrence limit.
- (2) Automobile Liability: \$2,000,000 per accident for bodily injury and property damage.
- (3) Employer's Liability: \$1,000,000 per accident and in the aggregate for bodily injury or disease and Workers' Compensation Insurance in the amount required by law.
- (4) The Insurance obligations under this Agreement shall be the greater of (i) the Insurance coverages and limits carried by the Contractor; or (ii) the minimum Insurance coverages and limits shown in this Agreement. Any insurance proceeds in excess of the specified limits and coverage required which are applicable to a given loss, shall be available to the City. No representation is made that the minimum Insurance requirements of this Agreement are sufficient to cover the obligations of the Contractor under this agreement.


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12.4 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions must be declared to and approved by the City and shall not reduce the limits of coverage. City reserves the right to obtain a full certified copy of any required insurance policy and endorsements.

12.5 Other Insurance Provisions.

- (1) The commercial general liability and automobile liability policies are to contain the following provisions on a separate additionally insured endorsement naming the City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials, as additional insureds as respects: liability arising out of activities performed by or on behalf of Contractor; products and completed operations of Contractor; premises owned, occupied or used by Contractor; and/or automobiles owned, leased, hired or borrowed by Contractor. The coverage shall contain no limitations on the scope of protection afforded to City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials which are not also limitations applicable to the named insured.
- (2) For any claims related to this Agreement, Contractor's insurance coverage shall be primary insurance as respects City, its officers, officials, employees, designated volunteers and agents serving as independent contractors in the role of City officials. Any insurance or self-insurance maintained by City, its officers, officials, employees, designated volunteers or agents serving as independent contractors in the role of City officials shall be in excess of Contractor's insurance and shall not contribute with it.
- (3) Contractor's insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.
- (4) Contractor shall provide immediate written notice if (1) any of the required insurance policies is terminated; (2) the limits of any of the required policies are reduced; (3) or the deductible or self-insured retention is increased. In the event of any cancellation or reduction in coverage or limits of any insurance, Contractor shall forthwith obtain and submit proof of substitute insurance. Should Contractor fail to immediately procure other insurance, as specified, to substitute for any canceled policy, the City may procure such insurance at Contractor's sole cost and expense.

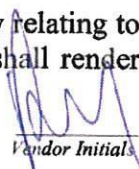

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- (5) Each insurance policy required by this clause shall expressly waive the insurer's right of subrogation against City, its elected officials, officers, employees, servants, attorneys, designated volunteers, and agents serving as independent contractors in the role of City officials.
- (6) Each policy shall be issued by an insurance company approved in writing by City, which is admitted and licensed to do business in the State of California and which is rated A:VII or better according to the most recent A.M. Best Co. Rating Guide.
- (7) Each policy shall specify that any failure to comply with reporting or other provisions of the required policy, including breaches of warranty, shall not affect the coverage required to be provided.
- (8) Each policy shall specify that any and all costs of adjusting and/or defending any claim against any insured, including court costs and attorneys' fees, shall be paid in addition to and shall not deplete any policy limits.
- (9) Contractor shall provide any and all other insurance, endorsements, or exclusions as required by the City in any request for proposals applicable to this Agreement.

12.6 Evidence of coverage. Prior to commencing performance under this Agreement, the Contractor shall furnish the City with certificates and original endorsements, or copies of each required policy, effecting and evidencing the insurance coverage required by this Agreement including (1) Additional Insured Endorsement(s), (2) Worker's Compensation waiver of subrogation endorsement, and (3) General liability declarations or endorsement page listing all policy endorsements. The endorsements shall be signed by a person authorized by the insurer(s) to bind coverage on its behalf. All endorsements or policies shall be received and approved by the City before Contractor commences performance. If performance of this Agreement shall extend beyond one year, Contractor shall provide City with the required policies or endorsements evidencing renewal of the required policies of insurance prior to the expiration of any required policies of insurance.

12.7 Contractor agrees to include in all contracts with all subcontractors performing work pursuant to this Agreement, the same requirements and provisions of this Agreement including the indemnity and insurance requirements to the extent they apply to the scope of any such subcontractor's work. Contractor shall require its subcontractors to be bound to Contractor and City in the same manner and to the same extent as Contractor is bound to City pursuant to this Agreement, and to require each of its subcontractors to include these same provisions in its contract with any sub-subcontractor.

13. Cooperation. In the event any claim or action is brought against City relating to Contractor's performance or services rendered under this Agreement, Contractor shall render


Vendor Initials

any reasonable assistance and cooperation that City might require. City shall compensate Contractor for any litigation support services in an amount to be agreed upon by the parties.

14. Termination. City shall have the right to terminate this Agreement at any time for any or no reason on not less than ten (10) days prior written notice to Contractor. In the event City exercises its right to terminate this Agreement, City shall pay Contractor for any services satisfactorily rendered prior to the effective date of the termination, provided Contractor is not then in breach of this Agreement. Contractor shall have no other claim against City by reason of such termination, including any claim for compensation. City may terminate for cause following a default remaining uncured more than five (5) business days after service of a notice to cure on the breaching party.

Contractor may terminate this Agreement for cause upon giving the City D ten (10) business days prior written notice for any of the following: (1) uncured breach by the City of any material term of this Agreement, including but not limited to Payment Terms; (2) material changes in the conditions under which this Agreement was entered into, coupled with the failure of the parties to reach accord on the fees and charges for any Additional Services required because of such changes.

15. Notices. Any notices, bills, invoices, or reports authorized or required by this Agreement shall be in writing and shall be deemed received on (a) the day of delivery if delivered by hand or overnight courier service during Contractor's and City's regular business hours; or (b) on the third business day following deposit in the United States mail, postage prepaid, to the addresses set forth in this Section, or to such other addresses as the parties may, from time to time, designate in writing pursuant to the provisions of this Section.

All notices shall be addressed as follows:

If to City: William Wittkopf
City of Rancho Cucamonga
Public Works Services Department 8794
Lion Street
Rancho Cucamonga, CA 91730

If to Contractor: Patrick Mahoney, President
West Coast Arborists, Inc.
2200 East Via Burton Street
Anaheim, CA 92806

16. Non-Discrimination and Equal Employment Opportunity. In the performance of this Agreement, Contractor shall not discriminate against any employee, subcontractor, or applicant for employment because of race, color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation. Contractor will take affirmative action to ensure that subcontractors and applicants are employed, and that employees are treated during employment, without regard to their race,


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color, creed, religion, sex, marital status, national origin, ancestry, age, physical or mental handicap, medical condition, or sexual orientation.

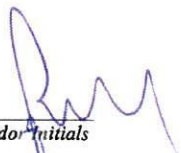
17. Assignment and Subcontracting. Contractor shall not assign or transfer any interest in this Agreement or subcontract the performance of any of Contractor's obligations hereunder without City's prior written consent. Except as provided herein, any attempt by Contractor to so assign, transfer, or subcontract any rights, duties, or obligations arising hereunder shall be null, void and of no effect.

18. Compliance with Laws. Contractor shall comply with all applicable federal, state and local laws, ordinances, codes and regulations in force at the time Contractor performs the Services. Contractor is aware of the requirements of California Labor Code Section 1720, *et seq.*, and 1770, *et seq.*, as well as California Code of Regulations, Title 8, Section 16000, *et seq.*, ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and compliance with other requirements on "public works" and "maintenance" projects. If the Services are being performed as part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and if the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. The applicable prevailing wage rate determinations can be found at <http://www.dir.ca.gov/dlsr/DPreWageDetermination.htm>. Contractor shall make copies of the prevailing rates of per diem wages for each craft, classification or type of worker needed to execute the Services, available to interested parties upon request, and shall post copies at the Contractor's principal place of business and at the Project site. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

19. Non-Waiver of Terms, Rights and Remedies. Waiver by either party of any one or more of the conditions of performance under this Agreement shall not be a waiver of any other condition of performance under this Agreement. In no event shall the making by City of any payment to Contractor constitute or be construed as a waiver by City of any breach of covenant, or any default which may then exist on the part of Contractor, and the making of any such payment by City shall in no way impair or prejudice any right or remedy available to City with regard to such breach or default.

20. Attorney's Fees. In the event that either party to this Agreement shall commence any legal action or proceeding to enforce or interpret the provisions of this Agreement, the prevailing party in such action or proceeding shall be entitled to recover its costs of suit, including reasonable attorney's fees and costs of experts.

21. Exhibits; Precedence. All documents referenced as exhibits in this Agreement are hereby incorporated in this Agreement. In the event of any material discrepancy between the express provisions of this Agreement and the provisions of any document incorporated herein by reference, the provisions of this Agreement shall prevail.


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22. Applicable Law and Venue. The validity, interpretation, and performance of this Agreement shall be controlled by and construed under the laws of the State of California. Venue for any action relating to this Agreement shall be in the San Bernardino County Superior Court.

23. Construction. In the event of any asserted ambiguity in, or dispute regarding the interpretation of any matter herein, the interpretation of this Agreement shall not be resolved by any rules of interpretation providing for interpretation against the party who causes the uncertainty to exist or against the party who drafted the Agreement or who drafted that portion of the Agreement.

24. Entire Agreement. This Agreement consists of this document, and any other documents, attachments and/or exhibits referenced herein and attached hereto, each of which is incorporated herein by such reference, and the same represents the entire and integrated agreement between Contractor and City. This Agreement supersedes all prior oral or written negotiations, representations or agreements. This Agreement may not be amended, nor any provision or breach hereof waived, except in a writing signed by the parties which expressly refers to this Agreement.

IN WITNESS WHEREOF, the parties, through their respective authorized representatives, have executed this Agreement as of the date first written above.

Contractor Name:

West Coast Arborists, Inc.

By: _____

Name

Date

Patrick Mahoney, President

Title

City of Rancho Cucamonga

By: _____

Name

Date

Title

By: _____

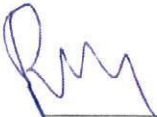
Name

Date

Richard Mahoney, Secretary

Title

(two signatures required if corporation)


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ATTACHMENTS

- **Attachment A – Sample Additional Insured Endorsement, Ongoing Operations**
- **Attachment B – Sample Additional Insured Endorsement, Completed Operations**
- **Attachment C – Sample Waiver of Subrogation**


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Attachment A – Sample Additional Insured Endorsement, Ongoing Operations

POLICY NUMBER: [REDACTED]

COMMERCIAL GENERAL LIABILITY
CG 20 10 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – SCHEDULED PERSON OR ORGANIZATION

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: The City of Rancho Cucamonga, It's Officers, Officials, Employees, designated Volunteers and agents serving as independent contractors in the role of City Officials.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

A. Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of your ongoing operations performed for that insured.

B. With respect to the insurance afforded to these additional insureds, the following exclusion is added:

2. Exclusions

This insurance does not apply to "bodily injury" or "property damage" occurring after:

(1) All work, including materials, parts or equipment furnished in connection with such work, on the project (other than service, maintenance or repairs) to be performed by or on behalf of the additional insured(s) at the site of the covered operations has been completed; or

(2) That portion of "your work" out of which the injury or damage arises has been put to its intended use by any person or organization other than another contractor or subcontractor engaged in performing operations for a principal as a part of the same project.

CG 20 10 10 01

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Attachment B – Sample Additional Insured Endorsement, Completed Operations

POLICY NUMBER [REDACTED]

COMMERCIAL GENERAL LIABILITY
CG 20 37 10 01

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

ADDITIONAL INSURED – OWNERS, LESSEES OR CONTRACTORS – COMPLETED OPERATIONS

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization: The City of Rancho Cucamonga, it's Officers, Officials, Employees, designated Volunteers and agents serving as independent contractors in the role of City officials. Attn: Public Works 10500 Civic Center Dr. Rancho Cucamonga, CA 91730
Location And Description of Completed Operations: [REDACTED]
Additional Premium: Included

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)

Section II – Who Is An Insured is amended to include as an insured the person or organization shown in the Schedule, but only with respect to liability arising out of "your work" at the location designated and described in the schedule of this endorsement performed for that insured and included in the "products-completed operations hazard"

CG 20 37 10 01

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Attachment C – Sample Waiver of Subrogation

POLICY NUMBER:

COMMERCIAL GENERAL LIABILITY
CG 24 04 10 93

THIS ENDORSEMENT CHANGES THE POLICY. PLEASE READ IT CAREFULLY.

WAIVER OF TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US

This endorsement modifies insurance provided under the following:

COMMERCIAL GENERAL LIABILITY COVERAGE PART

SCHEDULE

Name of Person or Organization:

City of Rancho Cucamonga and its elected officials, officers, employees, servants, attorneys,
designated volunteers, and agents serving as independent contractors in the role of City officials.

(If no entry appears above, information required to complete this endorsement will be shown in the Declarations as applicable to this endorsement.)


The TRANSFER OF RIGHTS OF RECOVERY AGAINST OTHERS TO US Condition (Section IV – COMMERCIAL GENERAL LIABILITY CONDITIONS) is amended by the addition of the following:

We waive any right of recovery we may have against the person or organization shown in the Schedule above because of payments we make for injury or damage arising out of your ongoing operations or "your work" done under a contract with that person or organization and included in the "products-completed operations hazard". This waiver applies only to the person or organization shown in the Schedule above.

CG 24 04 10 93

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SCOPE OF WORK

Scope of Work Contents:

- **Exhibit A – RFP 19/20-007**
- **Exhibit B – Contractor's proposal, dated July 23, 2019**
- **Exhibit C – Unit Costs**

AGREEMENT TO PROVIDE TREE MAINTENANCE SERVICES

THIS AGREEMENT is made and entered into this 17th day of November, 2020 by and between West Coast Arborists, Inc. ("Contractor"), and the City of Santa Ana, a charter city and municipal corporation organized and existing under the Constitution and laws of the State of California ("City").

RECITALS

- A. In order to preserve the integrity and health of the Santa Ana Urban Forest, the City desires to retain a Contractor having special skill and knowledge in the field of tree maintenance for the maintenance of approximately 50,000 parkway and street median trees, to be overseen by the Maintenance Service Division of the Public Works Agency.
- B. The City currently has an agreement with Contractor for these services. This agreement expires on June 30, 2021.
- C. Based on the City's level of satisfaction with Contractor's performance, the City wishes to enter into another agreement with Contractor for tree maintenance services without competitive bidding, as permitted by Section 2-807 of the Santa Ana Municipal Code.
- D. Section 2-807(d) exempts from competitive bidding purchases from vendors whose names are on current established lists and have been awarded the same type of contract by another public agency following a competitive bidding process determined by the City's purchasing manager to be substantially equivalent to the City's.
- E. On December 4, 2019, the City of Rancho Cucamonga awarded an agreement (No. 19-187) to Contractor for street tree maintenance services after a competitive bidding process that was determined by the City's purchasing manager to be substantially equivalent to the City's process.
- F. Accordingly, the City wishes to enter into an agreement with Contractor for tree maintenance services based on the same scope of services and pricing. In undertaking the performance of this Agreement, Contractor represents that it is knowledgeable in its field and that any services performed by Contractor under this Agreement will be performed in compliance with such standards as may reasonably be expected from a professional contracting firm in the field.

NOW THEREFORE, in consideration of the mutual and respective promises, and subject to the terms and conditions hereinafter set forth, the parties agree as follows:

1. SCOPE OF SERVICES

Contractor shall perform the services described in Contractor's proposal dated July 23, 2019 that was submitted by Contractor in response to Request for Proposal No. 19/20-007 for Citywide Tree Maintenance Services by the City of Rancho Cucamonga. Such proposal is attached as Exhibit A and incorporated in full. Contractor expressly consents to the use of this proposal for all purposes related to this Agreement.

2. COMPENSATION

- a. City agrees to pay, and Contractor agrees to accept as total payment for its services for City, the rates and charges identified in Exhibit B. The total amount to be expended under this Agreement for the eighteen (18) month period ending December 31, 2022 shall not exceed \$3,028,650. For each one-year extension entered into by the parties pursuant to Section 3 below, the annual amount to be expended shall not exceed \$2,019,100.
- b. Payment by City shall be made within forty-five (45) days following receipt of proper invoice evidencing work performed, subject to City accounting procedures. Payment need not be made for work which fails to meet the standards of performance set forth in the Recitals and Scope of Work, which may reasonably be expected by City.

3. TERM

This Agreement shall commence on July 1, 2021 and terminate on December 31, 2022, unless terminated earlier in accordance with Section 17, below. Parties to this Agreement shall have the option to renew in one (1) year increments up to a total of six (6) additional years, unless sooner terminated as provided in Section 17. Options to renew are contingent upon the City Manager's approval, and in accordance to all terms and conditions stated herein unless otherwise provided in writing by the City.

4. PREVAILING WAGES

Contractor is aware of the requirements of California Labor Code Section 1720, et seq., and 1770, et seq., as well as California Code of Regulations, Title 8, Section 16000, et seq., ("Prevailing Wage Laws"), which require the payment of prevailing wage rates and the performance of other requirements on "public works" and "maintenance" projects. If the services being performed are part of an applicable "public works" or "maintenance" project, as defined by the Prevailing Wage Laws, and the total compensation is \$1,000 or more, Contractor agrees to fully comply with such Prevailing Wage Laws. Contractor shall defend, indemnify and hold the City, its elected officials, officers, employees and agents free and harmless from any claim or liability arising out of any failure or alleged failure to comply with the Prevailing Wage Laws.

5. INDEPENDENT CONTRACTOR

Contractor shall, during the entire term of this Agreement, be construed to be an independent contractor and not an employee of the City. This Agreement is not intended nor shall it be construed to create an employer-employee relationship, a joint venture relationship, or to allow the City to exercise discretion or control over the professional manner in which Contractor performs the services which are the subject matter of this Agreement; however, the services to be provided by Contractor shall be provided in a manner consistent with all applicable standards and regulations governing such services. Contractor shall pay all salaries and wages, employer's social security taxes, unemployment insurance and similar taxes relating to employees and shall be responsible for all applicable withholding taxes.

6. OWNERSHIP OF MATERIALS

This Agreement creates a non-exclusive and perpetual license for City to copy, use, modify, reuse, or sublicense any and all copyrights, designs, and other intellectual property embodied in plans, specifications, studies, drawings, estimates, and other documents or works of authorship fixed in any tangible medium of expression, including but not limited to, physical drawings or data magnetically or otherwise recorded on computer diskettes, which are prepared or caused to be prepared by Contractor under this Agreement ("Documents & Data"). Contractor shall require all subcontractors to agree in writing that City is granted a non-exclusive and perpetual license for any Documents & Data the subcontractor prepares under this Agreement. Contractor represents and warrants that Contractor has the legal right to license any and all Documents & Data. Contractor makes no such representation and warranty in regard to Documents & Data which were provided to Contractor by the City. City shall not be limited in any way in its use of the Documents and Data at any time, provided that any such use not within the purposes intended by this Agreement shall be at City's sole risk.

7. INSURANCE

Prior to undertaking performance of work under this Agreement, Contractor shall maintain and shall require its subContractors, if any, to obtain and maintain insurance as described below:

- a. **Commercial General Liability Insurance.** Contractor shall maintain commercial general liability insurance naming the City, its officers, employees, agents, volunteers and representatives as additional insured(s) and shall include, but not be limited to protection against claims arising from bodily and personal injury, including death resulting therefrom and damage to property, resulting from any act or occurrence arising out of Contractor's operations in the performance of this Agreement, including, without limitation, acts involving vehicles. The amounts of insurance shall be not less than the following: single limit coverage applying to bodily and personal injury, including death resulting therefrom, and property damage, in the total amount of \$1,000,000 per occurrence, with \$2,000,000 in the aggregate. Such insurance shall (a) name the City, its officers, employees, agents, volunteers and representatives as additional insured(s); (b) be primary with respect to insurance or self-insurance programs maintained by the City; and (c)

contain standard separation of insureds provisions.

- b. Business automobile liability insurance, or equivalent form, with a combined single limit of not less than \$1,000,000 per occurrence. Such insurance shall include coverage for owned, hired and non-owned automobiles.
- c. Worker's Compensation Insurance. In accordance with the California Labor Code, Contractor, if Contractor has any employees, is required to be insured against liability for worker's compensation or to undertake self-insurance. Prior to commencing the performance of the work under this Agreement, Contractor agrees to obtain and maintain any employer's liability insurance with limits not less than \$1,000,000 per accident.
- d. If Contractor is or employs a licensed professional such as an architect or engineer: Professional liability (errors and omissions) insurance, with a combined single limit of not less than \$1,000,000 per claim with \$2,000,000 in the aggregate.
- e. The following requirements apply to the insurance to be provided by Contractor pursuant to this section:
 - (i) Contractor shall maintain all insurance required above in full force and effect for the entire period covered by this Agreement.
 - (ii) Certificates of insurance shall be furnished to the City upon execution of this Agreement and shall be approved by the City.
 - (iii) Certificates and policies shall state that the policies shall not be cancelled or reduced in coverage or changed in any other material aspect, by Contractor, without thirty (30) days prior written notice to the City.
 - (iv) Contractor shall supply City with a fully executed additional insured endorsement.
- f. If Contractor fails or refuses to produce or maintain the insurance required by this section or fails or refuses to furnish the City with required proof that insurance has been procured and is in force and paid for, the City shall have the right, at the City's election, to forthwith terminate this Agreement. Such termination shall not affect Contractor's right to be paid for its time and materials expended prior to notification of termination. Contractor waives the right to receive compensation and agrees to indemnify the City for any work performed prior to approval of insurance by the City.

8. INDEMNIFICATION

Contractor agrees to defend, and shall indemnify and hold harmless the City, its officers, agents, employees, Contractors, special counsel, and representatives from liability: (1) for personal injury, damages, just compensation, restitution, judicial or equitable relief arising out of claims for personal injury, including death, and claims for property damage, which may arise from the negligent operations of the Contractor or its subcontractors, agents, employees, or other persons acting on their behalf which relates to the services described in section 1 of this Agreement; and

(2) from any claim that personal injury, damages, just compensation, restitution, judicial or equitable relief is due by reason of the terms of or effects arising from this Agreement. This indemnity and hold harmless agreement applies to all claims for damages, just compensation, restitution, judicial or equitable relief suffered, or alleged to have been suffered, by reason of the events referred to in this Section or by reason of the terms of, or effects, arising from this Agreement. The Contractor further agrees to indemnify, hold harmless, and pay all costs for the defense of the City, including fees and costs for special counsel to be selected by the City, regarding any action by a third party challenging the validity of this Agreement, or asserting that personal injury, damages, just compensation, restitution, judicial or equitable relief due to personal or property rights arises by reason of the terms of, or effects arising from this Agreement. City may make all reasonable decisions with respect to its representation in any legal proceeding. Notwithstanding the foregoing, to the extent Contractor's services are subject to Civil Code Section 2782.8, the above indemnity shall be limited, to the extent required by Civil Code Section 2782.8, to claims that arise of, pertain to, or relate to the negligence, recklessness, or willful misconduct of the Contractor.

9. INTELLECTUAL PROPERTY INDEMNIFICATION

Contractor shall defend, indemnify and hold harmless the City, its officers, agents, representatives, and employees against any and all liability, including costs, and attorney's fees, for infringement of any United States' letters patent, trademark, or copyright contained in the work product or documents provided by Contractor to the City pursuant to this Agreement.

10. RECORDS

Contractor shall keep records and invoices in connection with the work to be performed under this Agreement. Contractor shall maintain complete and accurate records with respect to the costs incurred under this Agreement and any services, expenditures, and disbursements charged to the City for a minimum period of three (3) years, or for any longer period required by law, from the date of final payment to Contractor under this Agreement. All such records and invoices shall be clearly identifiable. Contractor shall allow a representative of the City to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement during regular business hours. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to this Agreement for a period of three (3) years from the date of final payment to Contractor under this Agreement.

11. CONFIDENTIALITY

If Contractor receives from the City information which due to the nature of such information is reasonably understood to be confidential and/or proprietary, Contractor agrees that it shall not use or disclose such information except in the performance of this Agreement, and further agrees to exercise the same degree of care it uses to protect its own information of like importance, but in no event less than reasonable care. "Confidential Information" shall include all nonpublic information. Confidential information includes not only written information, but also information transferred orally, visually, electronically, or by other means. Confidential information disclosed to either party by any subsidiary and/or agent of the other party is covered

by this Agreement. The foregoing obligations of non-use and nondisclosure shall not apply to any information that (a) has been disclosed in publicly available sources; (b) is, through no fault of the Contractor disclosed in a publicly available source; (c) is in rightful possession of the Contractor without an obligation of confidentiality; (d) is required to be disclosed by operation of law; or (e) is independently developed by the Contractor without reference to information disclosed by the City.

12. CONFLICT OF INTEREST CLAUSE

Contractor covenants that it presently has no interest and shall not have interests, direct or indirect, which would conflict in any manner with performance of services specified under this Agreement.

13. NOTICE

Any notice, tender, demand, delivery, or other communication pursuant to this Agreement shall be in writing and shall be deemed to be properly given if delivered in person or mailed by first class or certified mail, postage prepaid, or sent by fax or other telegraphic communication in the manner provided in this Section, to the following persons:

To City: Clerk of the City Council
City of Santa Ana
20 Civic Center Plaza (M-30)
P.O. Box 1988
Santa Ana, CA 92702-1988
Fax: (714) 647-6956

Executive Director
Public Works Agency
City of Santa Ana
20 Civic Center Plaza (M-21)
P.O. Box 1988
Santa Ana, CA 92702

To Contractor: West Coast Arborists, Inc.
2200 E Via Burton Street
Anaheim, CA 92806
Attn: Patrick Mahony, President

A party may change its address by giving notice in writing to the other party. Thereafter, any communication shall be addressed and transmitted to the new address. If sent by mail, communication shall be effective or deemed to have been given three (3) days after it has been deposited in the United States mail, duly registered or certified, with postage prepaid, and addressed as set forth above. If sent by fax, communication shall be effective or deemed to have been given twenty-four (24) hours after the time set forth on the transmission report issued by the transmitting facsimile machine, addressed as set forth above. For purposes of calculating these

timeframes, weekends, federal, state, County or City holidays shall be excluded.

14. EXCLUSIVITY AND AMENDMENT

This Agreement represents the complete and exclusive statement between the City and Contractor regarding the subject matter herein, and supersedes any and all other agreements, oral or written, between the parties. In the event of a conflict between the terms of this Agreement and any attachments hereto, the terms of this Agreement shall prevail. This Agreement may not be modified except by written instrument signed by the City and by an authorized representative of Contractor. The parties agree that any terms or conditions of any purchase order or other instrument that are inconsistent with, or in addition to, the terms and conditions hereof, shall not bind or obligate Contractor or the City. Each party to this Agreement acknowledges that no representations, inducements, promises or agreements, orally or otherwise, have been made by any party, or anyone acting on behalf of any party, which are not embodied herein.

15. ASSIGNMENT

Inasmuch as this Agreement is intended to secure the specialized services of Contractor, Contractor may not assign, transfer, delegate, or subcontract any interest herein without the prior written consent of the City and any such assignment, transfer, delegation or subcontract without the City's prior written consent shall be considered null and void. Nothing in this Agreement shall be construed to limit the City's ability to have any of the services which are the subject to this Agreement performed by City personnel or by other Contractors retained by City.

16. WAIVER

No waiver of breach, failure of any condition, or any right or remedy contained in or granted by the provisions of this Agreement shall be effective unless it is in writing and signed by the party waiving the breach, failure, right or remedy. No waiver of any breach, failure or right, or remedy shall be deemed a waiver of any other breach, failure, right or remedy, whether or not similar, nor shall any waiver constitute a continuing waiver unless the writing so specifies.

17. TERMINATION

This Agreement may be terminated by the City upon thirty (30) days written notice of termination. In such event, Contractor shall be entitled to receive and the City shall pay Contractor compensation for all services performed by Contractor prior to receipt of such notice of termination, subject to the following conditions:

- a. As a condition of such payment, the Executive Director may require Contractor to deliver to the City all work product completed as of such date, and in such case such work product shall be the property of the City unless prohibited by law, and Contractor consents to the City's use thereof for such purposes as the City deems appropriate.

- b. Payment need not be made for work which fails to meet the standard of performance specified in the Recitals of this Agreement.

18. NON-DISCRIMINATION

Contractor shall not discriminate because of race, color, creed, relation, sex, marital status, sexual orientation, age, national origin, ancestry, or disability, as defined and prohibited by applicable law, in the recruitment, selection, training, utilization, promotion, termination or other employment related activities or in connection with any activities under this Agreement. Contractor affirms that it is an equal opportunity employer and shall comply with all applicable federal, state and local laws and regulations.

19. JURISDICTION-VENUE

This Agreement has been executed and delivered in the State of California and the validity, interpretation, performance, and enforcement of any of the clauses of this Agreement shall be determined and governed by the laws of the State of California. Both parties further agree that Orange County, California, shall be the venue for any action or proceeding that may be brought or arise out of, in connection with or by reason of this Agreement.

20. PROFESSIONAL LICENSES

Contractor shall, throughout the term of this Agreement, maintain all necessary licenses, permits, approvals, waivers, and exemptions necessary for the provision of the services hereunder and required by the laws and regulations of the United States, the State of California, the City of Santa Ana and all other governmental agencies. Contractor shall notify the City immediately and in writing of its inability to obtain or maintain such permits, licenses, approvals, waivers, and exemptions. Said inability shall be cause for termination of this Agreement.

21. MISCELLANEOUS PROVISIONS

- a. Each undersigned represents and warrants that its signature herein below has the power, authority and right to bind their respective parties to each of the terms of this Agreement, and shall indemnify City fully, including reasonable costs and attorney's fees, for any injuries or damages to City in the event that such authority or power is not, in fact, held by the signatory or is withdrawn.
- b. All exhibits referenced herein and attached hereto shall be incorporated as if fully set forth in the body of this Agreement.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement the date and year first above written.

[signatures on next page]

ATTEST:

CITY OF SANTA ANA

DAISY GOMEZ
Clerk of the Council

KRISTINE RIDGE
City Manager

APPROVED AS TO FORM
SONIA R. CARVALHO
City Attorney

CONTRACTOR
West Coast Arborists, Inc.

By: 

JOHN M. FUNK
Assistant City Attorney



Name: Patrick Mahoney
Title: President

RECOMMENDED FOR APPROVAL

NABIL SABA, PE
Executive Director
Public Works Agency

EXHIBIT A



CITY OF RANCHO CUCAMONGA

RFP #19/20-007 CITYWIDE TREE MAINTENANCE SERVICES

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



Setting the gold standard.



Tree
Pruning



Tree
Removal



Tree
Planting



GPS Tree
Location



Emergency
Response



Plant
Health Care



ISA
Certified



July 23, 2019

City of Rancho Cucamonga
Attn: Procurement Department
10500 Civic Center Dr.
Rancho Cucamonga, CA 91730

RE: RFQ: #19/20-007 Citywide Tree Maintenance Services

Due: Wednesday, July 24, 2019 at 3:00PM

To whom it may concern;

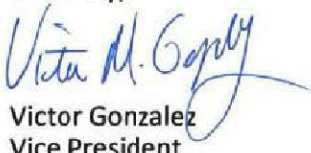
Thank you for allowing West Coast Arborists, Inc. (WCA) with the opportunity to submit a proposal for tree maintenance services for the City of Rancho Cucamonga. WCA is a family-owned and operated company employing over 950 full-time employees providing various tasks to achieve one goal: serving communities 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 47-year track record of working for more than 300 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 140 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 1000000956. 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. Nick Alago, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 920-0558 or nalago@wcainc.com.

Sincerely,



Victor Gonzalez
Vice President

3.2

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3.15	COMPANY REFERENCES	See Separate Attachment

Understanding the City's commitment to the residents, we are hopeful to begin a partnership with the City in providing quality tree maintenance & management services.

West Coast Arborists, Inc. (WCA) has a 47-year track record of working for more than 300 California municipalities and various public agencies. Our tree maintenance program includes a well-defined Quality Control Plan, which incorporates certified personnel, safety, pruning specifications, equipment, hours of operation, public relations, traffic control, scheduling of work, computerized billing, and public convenience.

Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764 with a local office and yard in the Cities of Anaheim, Ontario and Grand Terrace. We have held this license in good standing since 1978. The license specializes in Class CBI (Tree Service) as well as Class C27 (Landscaping). Also, we have an A+ rating from the bonding board. We are a California Corporation with Federal Tax ID Number #95-3250632. We currently employ over 80 ISA Certified Arborists and over 140 Certified Treeworkers, as recognized by the Western Chapter of the International Society of Arboriculture.

In addition to the references listed in our Proposal, we are currently under contract with the Cities of Upland, Fontana, San Dimas, and Claremont, providing various tree maintenance services. We would encourage your agency to contact these Cities or any of the listed references. WCA has reviewed and agrees to the City's specifications for tree care and has no exceptions. The specifications are incorporated in its entirety as part of our proposal and become the Scope of Work for tree care services.

As a result of the recent budget issues, municipalities are being stretched to their financial limits. City and City administrators are faced with budget reductions leading to staff cut backs, decreased levels of service, and antiquated equipment. The resulting trend of lower service levels needs to be turned around. We believe in an Interactive Partnership with the community, where municipalities can confidently rely on WCA to assist them with any of their tree care needs.

Our goals in urban tree care are to extend the life of all trees, safeguard public safety, and produce a reliable source of shade, beauty and the other non-commercial benefits that result from healthy trees in parks and Agency right-of-ways. Obviously, this cannot be accomplished without the City's valued input or without community involvement.

Community: The community consists of everyone that cares about trees. They include residents, business owners, community groups, consumers, schools, and citizen arborists. We believe the community is the actual customer. We strive to provide the highest level of service in the safest manner possible in an effort to create a beautiful environment. In addition, as a valuable resource within the community we are able to offer extraordinary services to the public including, but not limited to, arboricultural education, participation in Arbor Day and other City events, and special community projects.

City Administration: City staff has the very important task of managing trees as an ecosystem, taking into consideration specific biological, social and economic conditions. They must ensure that the best methods of tree care are practiced in the community, that the lives of the trees are extended beyond average, and that the taxpayers receive the most from their investment in trees.

West Coast Arborists, Inc. (WCA): We have the challenge of meeting the community's needs, not only in tree care, but also in other aspects. However, unlike most firms, we believe to be a valuable resource in that we have the qualifications and corporate capabilities to meet the community's needs and beyond. Our Certified personnel ensure the community that the work performed will be in accordance with today's standards. The collection of equipment allows us to dedicate specific pieces to the City. Our support staff aids the field team with information management, which provides communities with a complete, comprehensive urban tree care program.





3.4

EXPERIENCE

WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing over 950 full-time employees providing tree maintenance and management services. We are proudly serving over 300 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
Sacramento, 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

Nick Alago, Area Manager
21718 Walnut Avenue
Grand Terrace, CA 92313

Phone (714) 920-0558
Fax (714) 936-0377
Email: nalago@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)



950+ Qualified Employees



Less than 2% turnover ratio for service staff



Local Office & Nursery (Grand Terrace & Ontario)



1500+ 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
- 950+ employees
- 300+ contracts with public agencies
- 80+ Certified Arborists
- 140+ 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
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over \$100 million annually
- Fleet of 1,500+ pieces of equipment



Active Memberships:

Tree Care Industry Association (TCIA)

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

State of California Department of Industrial Relations

Contractor Information

Legal Entity Name
 Corporation
 Active
 1000000956
 07/01/19
 06/30/22
 2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
 2200 E. VIA BURTON ANAHEIM 92806 CA United States of America
 vgonzalez@wcainc.com
 License Number (s)
 CSLB:366764

WEST COAST ARBORISTS, INC.

CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number **366764**

Business Name **WEST COAST ARBORISTS INC**

Classifications: **C61/D49 C27**

Expiration Date **12/31/2020**

Corp

www.cslb.ca.gov

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

ISSUED: January 01, 2018
 EXPIRES: December 31, 2019

**Pest Control Business - Main
 LICENSE**
 LICENSE NO. 39575

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

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

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

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

RFP #19/20-007 for City Tree Maintenance Services

Disclosures

3.4 If the firm is involved in any pending litigation that may affect its ability to provide its proposed solution or ongoing maintenance or support of its products and services.

A Large, mature Eucalyptus tree uprooted and struck bystanders at a City of Whittier park while taking photos under the tree. Several people were injured, and one death occurred as a result of the fallen tree. Currently there are 22 plaintiffs. The case is in the beginning phases and has just been transferred to the Norwalk court jurisdiction. WCA was pulled in as a cross-complaint from the City of Whittier.

Case No. BC656449 - Mojarro, et al. v. City of Whittier, et al.

Case No. BC666844 - Stephanie Oviatt v. City of Whittier, WCA



Patrick Mahoney, President

7/23/19
Date



3.6

STAFF BIOGRAPHIES



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.

PROJECT TEAM

NICK ALAGO, PROJECT MANAGER

ISA Certified Arborist #WE 4396 AU • TCIA Certified Arborist #250 • TLC Wildlife Aware • NCCCO Certified Crane Operator
Mr. Alago has been with WCA since 1999. He has nearly 35 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 the Inland Empire. 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. Nick was recently recognized as WCA, Inc. Area Manager of the Year for FY 17-18.

ALONSO GARCIA, SUPERVISOR

ISA Certified Arborist #8499A • TCIA Safety Professional #301

As Site Supervisor, Alonso is a full-time employee who has worked for WCA, Inc. since 1997. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As the Supervisor, he speaks fluent English and will communicate with City officials and other interested parties on a daily basis. Reports and resolves malfunctions, damage, or industrial injury. He also assists in employee training programs, maintains records, and files daily reports and receipts.

VALERIE RODRIGUEZ, CUSTOMER SERVICE REPRESENTATIVE (CSR)

Valerie has been with WCA, Inc. since 2002, as the CSR (Customer Service Representative) she 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. Valerie is responsible for responding to customer service inquiries and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.

ERNESTO MACIAS, SAFETY MANAGER

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

Ernesto has been with WCA, Inc. since 2011, his primary responsibility is to ensure 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 #45321 QAL Category B & D

Tim as been with WCA since 2012. Our PHC program is managed in-house; there is no subcontracting. Staff is licensed by the CA Dept. of Pesticide Regulation. Our program goes beyond standard chemical applications as we expanded our services to include an Integrated Pest Management program. Inspection, diagnosis and treatments are available as needed.



Nick Alago, Project Mgr.



Alonso Garcia, Supervisor



Valerie Rodriguez, CSR



Ernesto Macias, Safety Mgr.



Tim Crothers, PHC Mgr.

Patrick Mahoney, President



Rose Epperson, Vice President



Richard Mahoney, Vice President



Chris Crippen, VP IT



Debbie DePasquale, VP Contract Services



Andy Trotter, VP Field Operations



Victor Gonzalez, VP Marketing



Jason Pinegar, Regional Manager



Randy Thompson, VP Operations



766

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 &
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.

WCA's ISA Certified Arborists

Employee Name	Cert #	Employee Name	Cert #
ADAN BALTAZAR REYNAGA	WE-7786AT	JESUS RAYA	WE-3449A
AL EPPERSON	WE-0713A	JOEL LOPEZ	WE-10871A
ANDREW R. TROTTER	WE-0642A	JOHN LEE PINEDA	WE-103657A
ARLENE BISCAN	WE-9806A	JORGE MACANA	WE-3460A
BENJAMIN EUGENE BORDSON	WE-10777A	JOSE A. GONZALEZ MENDEZ	WE-6475A
BRIAN C. KIRKEGAARD	WE-10475A	JOSE M. CORTEZ TORRES	WE-8539A
BRIAN M. KOCH	WE-0341A	JOSE M. CHAVARRIA MANZO	WE-11210AT
CALVIN F. HAUPT	WE-7634A	JOSE MANUEL PEREZ	WE-0818A
CARLOS BRACAMONTES	WE-8567A	JOSEPH BARTOLO	WE-20344U
CHARLES PATRICK MADSEN	WE-0462A	JOSEPH NICK ALAGO	WE-4396A
CORINNE GRUNDER BASSETT	WE-11625A	JUAN ORTIZ	WE-8514A
CRISTAN ANGELO FALCO	WE-7490A	JUAN C. IXTA	WE-10144A
CURTIS PATRICK WORTH	WE-10972A	JUSTIN LEE MENZEL	WE-11756A
DANIEL CHAVARRIA	WE-10282A	KELLEY LEWIS GILLERAN	WE-7031A
DANIEL MAHONEY	WE-10434A	KRIS BURBIDGE	WE-9566A
DAVID COOPER	WE-0497A	LEONEL CORTEZ	WE-8625A
DEBORAH CEPASQUALE	WE-3812A	LORENZO PEREZ	WE-7443A
EDUARDO VARGAS	WE-11058AT	MANUEL BRIANO	WE-8731A
ELOY MARQUEZ	WE-11566AT	MARCO A. PADILLA JIMENEZ	WE-8621A
ERICK SERRANO	WE-6750A	MARIA MUNOZ-CAMPOS	WE-8267A
ERNESTO J. F. MACIAS	WE-7120A	MATED ARVIZU	WE-10151A
EUGENE BARRIENTOS	WE-8701A	MICHAEL W. PALAT	WE-6541A
FELIX HERNANDEZ	WE-2037AT	NESTOR VALENCIA	WE-11369A
GERARDO PEREZ	WE-9131AT	PATRICK D. MAHONEY	WE-1172A
GERARDO MARTINEZ GARCIA	WE-11358A	RANDY J. THOMPSON	WE-1043A
GLENN O. WHITLOCK REEVE	WE-10177A	REBECCA A. MEJIA	WE-2355A
GONZALO REGALADO	WE-9952A	RENE ROSALES	WE-7941AT
HECTOR MONTES	WE-8079A	RICHARD R. MAHONEY	WE-1171A
HERMINIO PADILLA	WE-7552A	ROBERT D. THOMPSON	WE-0915AU
HUGO ANGEL RINCON	WE-8713A	RODNEY LYNN MORGAN	WE-9546A
IGNACIO LOPEZ	WE-7329A	ROSE M. EPPERSON	WE-1045A
ISIDRO ESTRADA BARBOZA	WE-11685A	SEAN PATRICK SULLIVAN	WE-10050A
J. ALONSO GARCIA-LOPEZ	WE-8499A	SHAWN A. EUZIK	WE-3182A
JAIME ROGELIO HERNANDEZ	WE-5267A	STEFAN B. KALLENBERG	WE-10730A
JAMES CHARLES WORKING	WE-1592A	STEPHEN GLENN DAVIS JR	WE-10894A
JAMES PAUL SPECK II	WE-10858AT	STEVE B. HUNT	WE-1044A
JARED LEE MAYSEY	WE-11510A	TIMOTHY CROTHERS	WE-7855A
JASON PINEGAR	WE-2039AU	VICTOR M. GONZALEZ	WE-7175A
JASON ROSS DAVLIN	WE-7628A	WALLACE BURCH	WE-073A
JEFFERY B. WILLIAMS	WE-1100A	WILLIAM STEVE PONCE	WE-6431A

WCA's ISA Certified Tree Workers

Employee Name	Cert #	Employee Name	Cert #
ADAM RODRIGUEZ	WE-11281T	FELIX HERNANDEZ	WE-2037AT
ADAN BALTAZAR REYNAGA	WE-7786AT	FRANCISCO LOPEZ	WE-10952T
AGUSTIN LOZANO	WE-11306T	FRANCISCO RAMIREZ	WE-11259T
ALEJANDRO VALENZUELA	WE-11674T	FRANCISCO VILLANUEVA	WE-10965T
ALFREDO ANGEL LOPEZ	WE-11334T	FRANCISCO URENA JIMENEZ	WE-11075T
ANDRES ROMAN	WE-11285T	GABRIEL GAMINO	WE-11667T
ANTONIO CASTELLANOS	WE-11203T	GABRIEL MERCADO RUIZ	WE-11568T
ANTONIO GRADILLA	WE-11185T	GERARDO PEREZ	WE-9131AT
ANTONIO GARCIA CONTRERAS	WE-11173T	GERARDO A. ORDUNO	WE-11036T
ARIEL ALONSO	WE-10906T	GERARDO MARTINEZ GARCIA	WE-10897T
ARMANDO SOTO	WE-11131T	GLENN O. WHITLOCK REEVE	WE-10177ATM
ARMANDO D. LOPEZ	WE-10953T	GONZALO REGALADO	WE-9952AT
AUDOMARO CORRAL	WE-11220T	HECTOR MONTES	WE-8079AUT
AURELIO COVARRUBIAS	WE-11629T	HERIBERTO CORDERO WENCESLAD	WE-11216T
AURELIO PAZ-GUZMAN	WE-11084T	HUGO ANGEL RINCON	WE-8710AT
BRIAN C. KIRKEGAARD	WE-10476AT	HUMBERTO CHAVARRIA	WE-11207T
CARLOS IXTA	WE-11106T	ISAIAH MACIAS	WE-10979T
CARLOS RAMOS	WE-11263T	ISRAEL A. RAMIREZ	WE-11567T
CELEDONIO R. MANZANO OLEA	WE-10984T	J. REFUGIO ESCAMILLA	WE-11153T
CELESTINO PEREZ	WE-11243T	J. SOCORRO GARCIA	WE-11172T
CESAR WENCESLAD	WE-10968T	JAIME ROGELIO HERNANDEZ	WE-5297AT
CESAR E. VALENZUELA REYES	WE-11076T	JAMES CHARLES WORKING	WE-1592AT
CHARLES F.M. INSCO	WE-11368T	JEFFERY B. WILLIAMS	WE-1100AT
CURTIS PATRICK WORTH	WE-10972AT	JESUS RAYA	WE-3449AT
DANIEL CHAVARRIA	WE-10292AT	JESUS A. MONTES	WE-1101AT
DANIEL RIVAS	WE-10850T	JESUS M. SARABIA PENIA	WE-11450T
DANIEL GEORGE POTTS	WE-11534T	JOEL LOPEZ	WE-10871AT
DANIEL J. KNUSTEN JR	WE-11715T	JOEL MARTINEZ	WE-10992T
DANNY AVITIA	WE-11638T	JOEL ORTIZ	WE-11039T
DELFINO AGUILAR-MORALES	WE-10900T	JOEL N. RIVERA	WE-11273T
DEMETRIO LIRA	WE-11323T	JOHN LEE PINEDA	WE-10367AT
DEMETRIO OSEGUERA	WE-11043T	JORGE ARREDOLA-HERNANDEZ	WE-11321T
EDIBERTO SERNA SALAZAR	WE-11051T	JORGE DUENAS	WE-11144T
EDUARDO AVILA	WE-10812T	JORGE JIMENEZ	WE-11110T
EDUARDO MARTINEZ BECERRA	WE-10991T	JOSAFAT MONTOYA	WE-11015T
EDUARDO VARGAS	WE-11058T	JOSE AGUAYO	WE-10899T
ELIGIO IBARRA CARDOZO	WE-11197T	JOSE JIMENEZ	WE-11108T
ELOY MARQUEZ	WE-11566T	JOSE JIMENEZ HERNANDEZ	WE-11113T
ENRIQUE SANDOVAL	WE-11302T	JOSE VEGA	WE-11062T
ERNESTO GONSALEZ	WE-11461T	JOSE A. ALVAREZ	WE-10908T
EUGENE BARRIENTOS	WE-8701AUT	JOSE A. GONZALEZ MENDEZ	WE-6475AT
FAUSTO GUZMAN	WE-11083T	JOSE ABEL CANCINO	WE-11192T
FELIX GARCIA	WE-11170T	JOSE AGUSTIN GARRILLO	WE-11200T
MELCHOR LEMUS	WE-11237T	JOSE F. ORELLANA	WE-11483T
MICHAEL LOUIS YOUNG	WE-11687T	ROBERT JAY ADDISON JR	WE-10898T
MIGUEL AYALA	WE-10924T	RODNEY LYNN MORGAN	WE-9546AUT
MIGUEL MACIAS	WE-10978T	RODOLFO GAETA LUNA	WE-11165T
NELSON R. AGUIRRE	WE-10901T	SALOMON SILVA	WE-11053T
OSCAR IGNACIO RIVERA	WE-11424T	SALUSTIO SANCHEZ	WE-11462T
PEDRO CUEVAS	WE-11765T	SAMUEL JIMENEZ	WE-11109T
PEDRO GARCIA	WE-11168T	SANTOS MACIAS LEMUS	WE-10960T
PEDRO SANDOVAL	WE-11301T	SERGIO LOPEZ-RIVERA	WE-10957T
PEDRO ALTAMIRANO	WE-11095T	STEFAN B. KALLENBERG	WE-10730AT
RAMON ZUNIGA GOMEZ	WE-10977T	STEPHEN GLENN DAVIS	WE-10894AT
RANULFO PERALTA CASTANEDA	WE-11202T	STEVE J. HUNT	WE-1044A
RAUL MANZO HERNANDEZ	WE-10985T	VENTURA GOMEZ	WE-11180T
RAUL TELLEZ TAPIA	WE-11138T	WALLACE BURCH	WE-0715AT
RAYMUNDO GUTIERREZ	WE-11080T		
RENE TORRES	WE-7941AT		

JOSE INEZ MANGILLA	WE-10983T	JULIO C. GARCIA VAZQUEZ	WE-11175T
JOSE JUAN PEREZ	WE-11246T	KYLE JAMES VIGNEAU	WE-10962T
JOSE LUIS DELREAL	WE-11231T	LEONARDO RAMOS	WE-11264T
JOSE M. CORTEZ TORRES	WE-8539AUT	LEONEL CORTEZ	WE-8625AT
JOSE M. MUNIZ GARCIA	WE-11686T	LETUSA MUAU JR	WE-11021T
JOSE M. CHAVARRIA MANZO	WE-11210T	LORENZO PEREZ	WE-7443AT
JOSE MANUEL PEREZ	WE-0818AT	LUIS A. MUNOZ RAMIREZ	WE-11023T
JOSE R. GRANADOS	WE-11186T	LUIS P. PEREZ	WE-11245T
JOSEPH ANTHONY NUNN	WE-11034T	MANUEL BARRAGAN	WE-10925T
JUAN BECERRA	WE-10932T	MANUEL BRIANO	WE-8731AT
JUAN MARQUEZ	WE-10987T	MARCO A. PADILLA JIMENEZ	WE-8621AT
JUAN ORTIZ	WE-8514AT	MARCO ANTONIO VERGARA	WE-11065T
JUAN TELLEZ TAPIA	WE-11137T	MARCOS RICHARD-MARTINEZ	WE-10989T
JUAN AMADOR ARCE	WE-11480T	MARCOS GAMINO	WE-11482T
JUAN C. PENA-ARIAS	WE-11327T	MARTIN BARRERA	WE-10928T
JUAN CARLOS MORA	WE-11019T	MATED ARVIZU	WE-10151T

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



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.



25E-45

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.

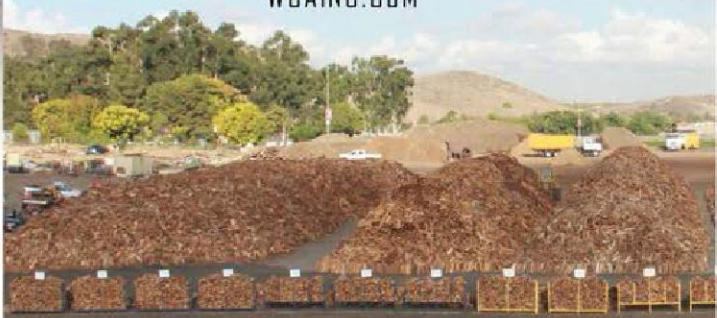
LOGS TO LUMBER is an old idea with a new approach by converting Agency trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other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

LOGS TO LUMBER

Recycling the Urban Forest




WCA
WCAINC.COM



“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).

The Goal

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.



Reducing

waste from the urban forest.

Converting

trees removed into useable lumber.


Assisting

with landfill diversion (AB939).

Giving

back to the Community!

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



25E-46

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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: NICK ALAGO

ISA Certification #WE 4396-AU

ISA Tree Risk Assessment #E1083

TClA Certified Arborist #250

TLC Wildlife Aware

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

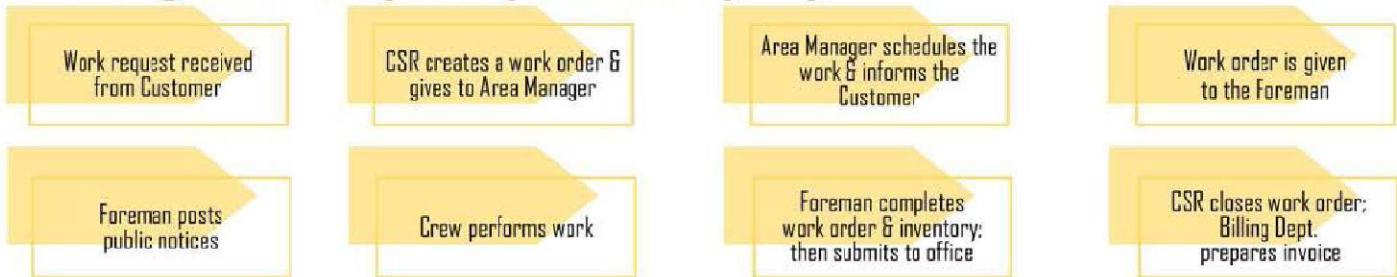
All work will be performed in the public right-of-way. Employees will not utilize private property for eating, breaks or any other reason or use water or electricity from such property without prior written permission of owner.

Cooperation and Collateral Work

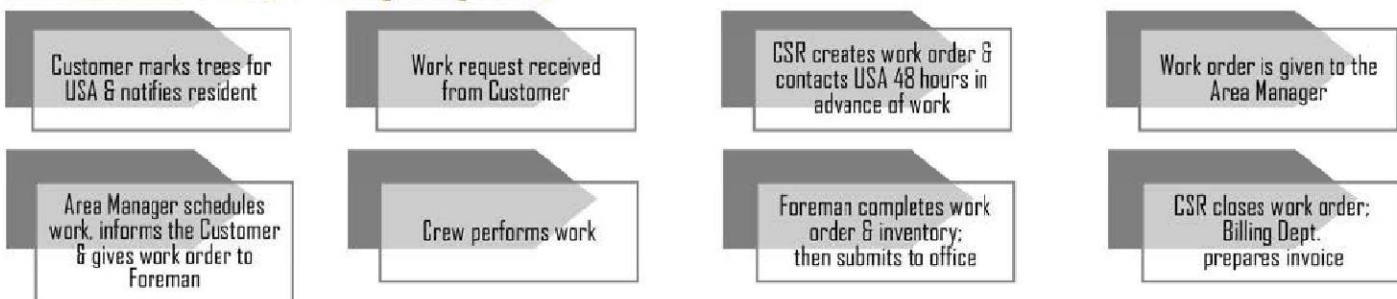
WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.

WORKFLOW TIMELINE

Grid Pruning Flowchart (Completion dependent on tree quantity)



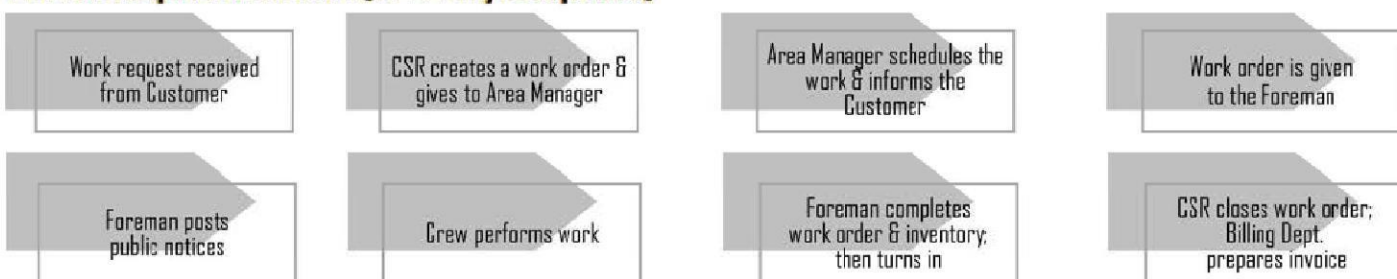
Removal Flowchart (15-30 day Completion)



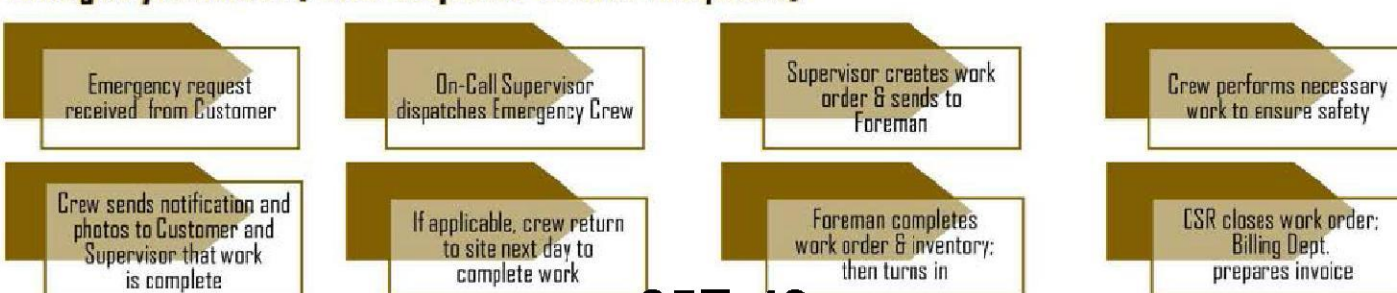
Planting Flowchart (15-30 day Completion)



Service Request Flowchart (15-30 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:

ALONSO GARCIA, SUPERVISOR
714.981.3564

MANUEL PEREZ, SUPERVISOR
626.255.2821

LEONEL CORTEZ, SUPERVISOR
714.412.0424

NICK ALAGO, AREA MANAGER
714.920.0558

MARTIN CORTEZ, AREA MANAGER
714.713.0717

After confirmation from 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 City of Rancho Cucamonga 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 City and ensure residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the City's budget and that the City 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 City of Rancho Cucamonga by providing gold standard tree care services.



Patrick Mahoney, President

7/24/19



INVENTORY MANAGEMENT

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 CHARACHTERISTICS

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%
	Uniodendron tulipifera	TULIP TREE	1,076	3.23%
	Other	OTHER	15,355	46.13%
	Total Trees		33,289	100%

The Species Frequency report can assist your Agency in identifying the tree population within the urban forest. This type of information is valuable in the event of an insect infestation, deadly disease, or even estimating future maintenance costs. In addition, an analysis can be performed to evaluate the history of the performance of a particular species within your Agency.

DETAILED REPORTING OPTIONS

- Inventory
 - View Invoices
 - Job Balances
 - Green Waste
 - Work History
 - Work Type by District
- DBH Frequency
 - Height Frequency
 - District Frequency
 - Species Frequency (sample above)
 - All Tees at an Address
 - Estimated Tree Value



Modern Fleet consisting of
1500+

D

EQUIPMENT SUMMARY

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.

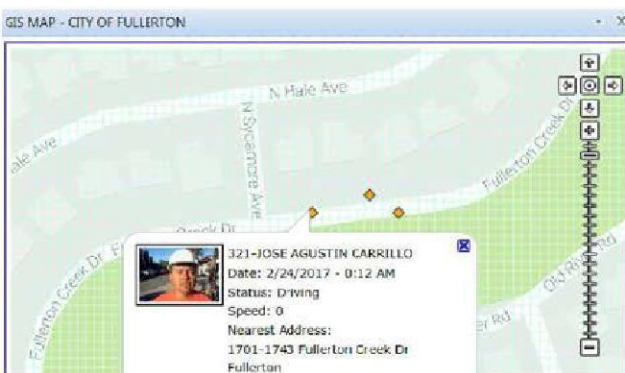
CHP Biennial Inspection of Terminal Certification

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

City of Rancho Cucamonga
Request for Proposals ("RFP") #19/20-007
for
Citywide Tree Maintenance Services

"EXHIBIT A" CITY OF RANCHO CUCAMONGA CONFLICT OF INTEREST/NON-DISCLOSURE STATEMENT

It is the policy of the City of Rancho Cucamonga to prevent personal or organizational conflict of interest, or the appearance of such conflict of interest, in the award and administration of City Contracts, including, but not limited to Contracts for Professional Services Agreements ("PSA") with potential Vendors.

I do not have specific knowledge of confidential information regarding RFP responses received in response to the **Request for Proposal ("RFP") #19/20-007 for Citywide Tree Maintenance Services.**

I agree not to disclose or otherwise divulge any information pertaining to the contents, status, or ranking of any RFP response to anyone. I understand the terms and "disclose or otherwise divulge" to include, but are not limited to, verbal conversations, written correspondence, reproduction of any part or any portion of any RFP response, or removal of same from designated areas.

I, the undersigned, hereby certify that the following statements are true and correct and that I understand and agree to be bound by commitments contained herein.

<u>Patrick Mahoney</u>	(Print Name)
<u>No Relationship</u>	(Relationship to the City)
<u>President</u>	(Relationship to the Vendors)
	(Signature)
<u>7/23/19</u>	(Date)

Must be included in final RFP submittal.

City of Rancho Cucamonga
Request for Proposals ("RFP") #19/20-007
for
Citywide Tree Maintenance Services

"EXHIBIT B" PROFESSIONAL SERVICES AGREEMENT EXCEPTIONS SUMMARY

Mark the appropriate choice, below:

☒ Vendors accepts the PSA without exception.

OR

☐ Vendors proposes exceptions to the PSA.

Summarize all exceptions on a separate document. Enclose a written summary of each change and title as "Exception Summary", which shall include the Vendors' rationale for proposing each such exception. Each exception must be labeled with the Section number in the PSA. Failure to properly reference exceptions in the submitted summary may deem the response as non-responsive.

Signature



Patrick Mahoney

Printed Name

President

Title

7/23/19

Date

Must be included in final RFP submittal.

City of Rancho Cucamonga
Request for Proposals ("RFP") #19/20-007
for
Citywide Tree Maintenance Services

**"EXHIBIT C" ACKNOWLEDGMENT OF INSURANCE REQUIREMENTS AND CERTIFICATION OF ABILITY TO
PROVIDE AND MAINTAIN COVERAGES SPECIFIED**

I, Patrick Mahoney the President
(President, Secretary, Manager, Owner or Representative)

of West Coast Arborists, Inc., certify that the
(Name of Company, Corporation or Owner)

Specifications and General Provisions regarding insurance requirements as stated within the Professional Services Agreement (PSA), for the Purchase Contract designated **Request for Proposal ("RFP") for #19/20-007 for Citywide Tree Maintenance Services** have been read and understood and that our Vendors is able to provide and maintain the coverage as specified in the PSA. Failure to provide said coverage, upon request to finalize the PSA prior to award shall be sufficient cause for immediate disqualification of award. Failure to maintain said coverage shall result in termination of the contract.



Signature

Patrick Mahoney

Printed Name

President

Title

7/23/19

Date

Must be included in final RFP submittal.

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 <input type="checkbox"/> CONTINUOUS <input type="checkbox"/> EXTENDED <input checked="" type="checkbox"/> POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS COMPENSATION Statutory Limits	7/1/2020	WA7-66D-039499-079	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY	EMPLOYERS LIABILITY Bodily Injury by Accident \$1,000,000 Each Accident Bodily Injury By Disease \$1,000,000 Policy Limit Bodily Injury By Disease \$1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY <input checked="" type="checkbox"/> OCCURRENCE <input type="checkbox"/> CLAIMS MADE	7/1/2020	TB2-661-039499-019	General Aggregate \$2,000,000 Products / Completed Operations Aggregate \$2,000,000 Each Occurrence \$2,000,000 Personal & Advertising Injury \$2,000,000 Per Person / Organization Other Damage to premises rented to you \$300,000	
AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> OWNED <input checked="" type="checkbox"/> NON-OWNED <input checked="" type="checkbox"/> HIRED	7/1/2020	AS7-661-039499-039	\$2,000,000 Each Accident—Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER				
ADDITIONAL COMMENTS				

* 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

Los Angeles / 0603
818 W 7th Street, Suite 850
Los Angeles CA 90017
213-443-0782
6/18/2019
OFFICE PHONE DATE ISSUED

AUTHORIZED REPRESENTATIVE

0564408

25E-58

City of Rancho Cucamonga
Request for Proposals ("RFP") #19/20-007
for
Citywide Tree Maintenance Services

"EXHIBIT D" ADDENDUM ACKNOWLEDGEMENT

The Vendors hereby acknowledges the following Addenda Number(s) to this RFP have been received, if any. Vendors understands failure to acknowledge any addenda issued may cause the RFP response to be considered non-responsive. It is the Vendors' responsibility to log into the Bid System to identify and download the number of addenda that have been posted.

- Addendum No. 1
- Addendum No. 2
- _____
- _____



Signature

Patrick Mahoney
Printed Name

President
Title

7/23/19
Date

Must be included in final RFP submittal.

City of Rancho Cucamonga
Request for Proposals ("RFP") #19/20-007
for
Citywide Tree Maintenance Services

"EXHIBIT E DEBARMENT and SUSPENSION CERTIFICATION FORM

I certify that neither West Coast Arborists, Inc. (Vendor) nor any of its proposed subcontractors are not currently listed on the governmentwide exclusions in the System for Award Management (SAM), in accordance with the guidelines under 2 CFR 200 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), and that neither Vendor nor any of its proposed subcontractors are tax delinquent with the State of California.

I acknowledge that if Vendors or any of its subcontractors subsequently are placed under suspension or debarment by a local, state or federal government entity, or if Vendors or any of its subcontractors subsequently become delinquent in California taxes, our Proposal will be disqualified.



Signature

Patrick Mahoney

Printed Name

President

Title

7/23/19

Date

Must be included in final RFP submittal.

City of Rancho Cucamonga
Request for Proposals ("RFP") #19/20-007
for
Citywide Tree Maintenance Services

"EXHIBIT F" PARTICIPATION CLAUSE

It is hereby understood that other government entities, such as cities, counties, and special/school districts may utilize this RFP response at their option for equipment or services at the RFP response price for a period of 730 days. Said entities shall have the option to participate in any award made because of this solicitation. Any such piggy-back awards will be made independently by each agency, and the City of Rancho Cucamonga is not an agent, partner or representative of these agencies and is not obligated or liable for any action of debts that may arise out of such independently negotiated piggy-back procurement. Each public agency shall accept sole responsibility of its own order placement and payments of the Vendors.

Successful Vendors will extend prices as proposed herein to other governmental agencies, please specify.

YES ✓ NO


Must be included in final RFP submittal.

City of Rancho Cucamonga
Request for Proposals ("RFP") #19/20-007
for
Citywide Tree Maintenance Services

"EXHIBIT G" SIGNATURE OF AUTHORITY

The undersigned firm declares that he has carefully examined the specifications and read the above terms and conditions, and hereby proposes and agrees, if this RFP response is accepted, to furnish all material in accordance with the specifications and instructions, in the time and manner therein prescribed for the unit cost amounts set forth in the following RFP response.

THE VENDORS IN SUBMITTING THIS RFP RESPONSE MUST FILL IN THE FOLLOWING INFORMATION. FAILURE TO DO SO MAY DEEM YOUR RFP RESPONSE AS NON-RESPONSIVE.

Company Name: West Coast Arborists, Inc.	Address: (Street, Su. # City, State, Zip) 2200 E. Via Burton Anaheim, CA 92806
Telephone #: (714) 991-1900	
Fax #: (714) 956-3745	
E-mail address: Victor Gonzalez, Vice President vgonzalez@wcainc.com	Web Address: www.wcainc.com
Authorized Representative: (print) Patrick Mahoney	Title: President
Signature: 	Date: 7/23/19

Must be included in final RFP submittal.

Bid Results**Bidder Details**

Vendor Name West Coast Arborists, Inc.
Address 21718 Walnut Ave.
 Grand Terrace, CA 92313
 United States

Respondee Victor Gonzalez
Respondee Title Vice President
Phone 714-991-1900 Ext.
Email vgonzalez@wcainc.com
Vendor Type

Bid Detail

Bid Responsive Yes
Ranking 1

Line Items

Discount Terms		no discount				
Num	Item Code	UOM	Qty	Unit Price	Line Total	Discount Comment
	Grid Pruning					
1	Flat rate price per tree.					
		EA	7500	\$74.0000	\$555,000.0000	\$555,000.0000
				Subtotal	\$555,000.0000	\$555,000.0000
	Full Prune per Service Request.					
2	0"-12" Diameter Standard Height					
		EA	500	\$74.0000	\$37,000.0000	\$37,000.0000
3	13"-18" Diameter Standard Height					
		EA	1000	\$100.0000	\$100,000.0000	\$100,000.0000
4	19"-24" Diameter Standard Height					
		EA	3500	\$124.0000	\$434,000.0000	\$434,000.0000
5	25"-30" Diameter Standard Height					
		EA	2500	\$144.0000	\$360,000.0000	\$360,000.0000
6	31"-36" Diameter Standard Height					
		EA	100	\$294.0000	\$29,400.0000	\$29,400.0000
7	36"+ Diameter Standard Height					
		EA	50	\$494.0000	\$24,700.0000	\$24,700.0000
				Subtotal	\$985,100.0000	\$985,100.0000
	Crown Raise per Service Request - Hardwood tree					
8	0"-12" Diameter Standard Height					
		EA	10	\$40.0000	\$400.0000	\$400.0000

Bid Results

Num	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
9	13"-18" Diameter Standard Height	EA	10	\$45.0000	\$450.0000	\$450.0000	
10	19"-24" Diameter Standard Height	EA	20	\$75.0000	\$1,500.0000	\$1,500.0000	
11	25"-30" Diameter Standard Height	EA	20	\$95.0000	\$1,900.0000	\$1,900.0000	
12	31"-36" Diameter Standard Height	EA	20	\$144.0000	\$2,880.0000	\$2,880.0000	
13	36"+ Diameter Standard Height	EA	10	\$224.0000	\$2,240.0000	\$2,240.0000	
				Subtotal	\$9,370.0000	\$9,370.0000	
	Crown Cleaning per Service Request - Hardwood tree						
14	0'-12" Diameter Standard Height	EA	10	\$74.0000	\$740.0000	\$740.0000	
15	13"-18" Diameter Standard Height	EA	10	\$100.0000	\$1,000.0000	\$1,000.0000	
16	19"-24" Diameter Standard Height	EA	20	\$124.0000	\$2,480.0000	\$2,480.0000	
17	25"-30" Diameter Standard Height	EA	20	\$194.0000	\$3,880.0000	\$3,880.0000	
18	31"-36" Diameter Standard Height	EA	20	\$224.0000	\$4,480.0000	\$4,480.0000	
19	36"+ Diameter Standard Height	EA	10	\$274.0000	\$2,740.0000	\$2,740.0000	
				Subtotal	\$15,320.0000	\$15,320.0000	
	Crown Reduction per Service Request - Hardwood tree						
20	0'-12" Diameter Standard Height	EA	10	\$204.0000	\$2,040.0000	\$2,040.0000	
21	13"-18" Diameter Standard Height	EA	10	\$294.0000	\$2,940.0000	\$2,940.0000	
22	19"-24" Diameter Standard Height	EA	20	\$344.0000	\$6,880.0000	\$6,880.0000	
23	25"-30" Diameter Standard Height	EA	20	\$394.0000	\$7,880.0000	\$7,880.0000	

Bid Results

Num	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
24	31"-36" Diameter Standard Height	EA	20	\$444.0000	\$8,880.0000	\$8,880.0000	
25	36"+ Diameter Standard Height	EA	10	\$524.0000	\$5,240.0000	\$5,240.0000	
				Subtotal	\$33,860.0000	\$33,860.0000	
Palm Pruning							
26	Prune Date Palm (Phoenix spp.)	EA	10	\$224.0000	\$2,240.0000	\$2,240.0000	
27	Clean Trunk for Date Palm (Phoenix spp.)	EA	5	\$224.0000	\$1,120.0000	\$1,120.0000	
28	Prune Fan Palm (Washingtonia spp.)	EA	2000	\$64.0000	\$128,000.0000	\$128,000.0000	
29	Clean Trunk for Fan Palm (Washingtonia spp.)	EA	5	\$94.0000	\$470.0000	\$470.0000	
30	Prune all other Palm Species	EA	500	\$64.0000	\$32,000.0000	\$32,000.0000	
				Subtotal	\$163,830.0000	\$163,830.0000	
Tree and Stump Removal							
31	0'-12" Diameter Standard Height	EA	25	\$224.0000	\$5,600.0000	\$5,600.0000	
32	13"-18" Diameter Standard Height	EA	100	\$324.0000	\$32,400.0000	\$32,400.0000	
33	19"-24" Diameter Standard Height	EA	150	\$500.0000	\$75,000.0000	\$75,000.0000	
34	25"-30" Diameter Standard Height	EA	150	\$750.0000	\$112,500.0000	\$112,500.0000	
35	31"-36" Diameter Standard Height	EA	100	\$850.0000	\$85,000.0000	\$85,000.0000	
36	36"+ Diameter Standard Height	EA	30	\$1,000.0000	\$30,000.0000	\$30,000.0000	
				Subtotal	\$340,500.0000	\$340,500.0000	
Tree Removal Only. No Stump Removal.							
37	0'-12" Diameter Standard Height	EA	10	\$224.0000	\$2,240.0000	\$2,240.0000	

Bid Results

Num	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
38	13"-18" Diameter Standard Height	EA	10	\$324.0000	\$3,240.0000	\$3,240.0000	
39	19"-24" Diameter Standard Height	EA	10	\$500.0000	\$5,000.0000	\$5,000.0000	
40	25"-30" Diameter Standard Height	EA	10	\$750.0000	\$7,500.0000	\$7,500.0000	
41	31"-36" Diameter Standard Height	EA	10	\$850.0000	\$8,500.0000	\$8,500.0000	
42	36"+ Diameter Standard Height	EA	10	\$1,000.0000	\$10,000.0000	\$10,000.0000	
				Subtotal	\$36,480.0000	\$36,480.0000	
Stump Removal							
43	Stump Removal per Stump Diameter Inch at Grade	DI	300	\$14.0000	\$4,200.0000	\$4,200.0000	
				Subtotal	\$4,200.0000	\$4,200.0000	
Tree Planting and Staking							
44	15 Gallon (double staked per specs) - Labor, Equipment, Tree and Materials	EA	20	\$194.0000	\$3,880.0000	\$3,880.0000	
45	24 inch Box (double staked per specs) - Labor, Equipment, Tree and Materials	EA	10	\$394.0000	\$3,940.0000	\$3,940.0000	
46	36 inch Box (double staked per specs) - Labor, Equipment, Tree and Materials	EA	5	\$954.0000	\$4,770.0000	\$4,770.0000	
				Subtotal	\$12,590.0000	\$12,590.0000	
General Labor Rates							
47	Rate for 1 Ground-person	HR	1	\$89.0000	\$89.0000	\$89.0000	
48	Rate for 1 Equipment Operator	HR	1	\$89.0000	\$89.0000	\$89.0000	
49	Rate for 1 Trimmer	HR	1	\$89.0000	\$89.0000	\$89.0000	
				Subtotal	\$267.0000	\$267.0000	
Day Rate							
50	Day Rate Service Crew	DAY	1	\$2,136.0000	\$2,136.0000	\$2,136.0000	

Bid Results

Num	Item Code	UOM	Qty	Unit Price	Line Total	Discount	Comment
51	Specialty Equipment Day Rate	DAY	1	\$979.0000	\$979.0000	\$979.0000	
				Subtotal	\$3,115.0000	\$3,115.0000	
Emergency Services							
52	During normal business hours	HR	1	\$300.0000	\$300.0000	\$300.0000	
53	After hours, weekends &/or holidays	HR	1	\$450.0000	\$450.0000	\$450.0000	
				Subtotal	\$750.0000	\$750.0000	
General Arborist Services							
54	Arborist Reports	HR	20	\$174.0000	\$3,480.0000	\$3,480.0000	
55	Level 1, 2, and 3 Risk Assessments	HR	20	\$174.0000	\$3,480.0000	\$3,480.0000	
				Subtotal	\$6,960.0000	\$6,960.0000	
Other Charges							
56	Other Charges (please specify)	LOT	1	\$89.0000	\$89.0000	\$89.0000	Traffic Control (Per Hour)
57	Other Charges (please specify)	LOT	1	\$89.0000	\$89.0000	\$89.0000	Plant Health Care (Per Hour)
				Subtotal	\$178.0000	\$178.0000	
				Total	\$2,167,520.0000	\$2,167,520.0000	

EXHIBIT B

City of Rancho Cucamonga
RFP for Citywide Tree Maintenance Services - Fall 2019

Line Items **prices in WCA
column apply only**

#	Description	UOM	Qty	WCA		UPS		Mariposa	
				Unit Price	Extended Total	Unit Price	Extended Total	Unit Price	Extended Total
1	Grid Pruning Flat rate price per tree	EA	7500	\$74.00	\$555,000.00	\$102.00	\$765,000.00	\$133.00	\$997,500.00
2	Full Prune per Service Request 0"-12" DSH	EA	500	\$74.00	\$37,000.00	\$102.00	\$51,000.00	\$74.00	\$37,000.00
3	Full Prune per Service Request 13"-18" DSH	EA	1000	\$100.00	\$100,000.00	\$102.00	\$102,000.00	\$111.00	\$111,000.00
4	Full Prune per Service Request 19"-24" DSH	EA	3500	\$124.00	\$434,000.00	\$102.00	\$357,000.00	\$188.00	\$658,000.00
5	Full Prune per Service Request 25"-30" DSH	EA	2500	\$144.00	\$360,000.00	\$102.00	\$255,000.00	\$244.00	\$610,000.00
6	Full Prune per Service Request 31"-36" DSH	EA	100	\$294.00	\$29,400.00	\$102.00	\$10,200.00	\$299.00	\$29,900.00
7	Full Prune per Service Request 36"+ DSH	EA	50	\$494.00	\$24,700.00	\$102.00	\$5,100.00	\$344.00	\$17,200.00
8	Crown Raise per Service Request - Hardwood tree 0"-12" DSH	EA	10	\$40.00	\$400.00	\$65.00	\$650.00	\$50.00	\$500.00
9	Crown Raise per Service Request - Hardwood tree 13"-18" DSH	EA	10	\$45.00	\$450.00	\$75.00	\$750.00	\$70.00	\$700.00
10	Crown Raise per Service Request - Hardwood tree 19"-24" DSH	EA	20	\$75.00	\$1,500.00	\$85.00	\$1,700.00	\$90.00	\$1,800.00
11	Crown Raise per Service Request - Hardwood tree 25"-30" DSH	EA	20	\$95.00	\$1,900.00	\$85.00	\$1,700.00	\$110.00	\$2,200.00
12	Crown Raise per Service Request - Hardwood tree 31"-36" DSH	EA	20	\$144.00	\$2,880.00	\$85.00	\$1,700.00	\$130.00	\$2,600.00
13	Crown Raise per Service Request - Hardwood tree 36"+ DSH	EA	10	\$244.00	\$2,440.00	\$85.00	\$850.00	\$150.00	\$1,500.00
14	Crown Cleaning per Service Request -Hardwood tree 0"-12" DSH	EA	10	\$74.00	\$740.00	\$70.00	\$700.00	\$60.00	\$600.00
15	Crown Cleaning per Service Request -Hardwood tree 13"-18" DSH	EA	10	\$100.00	\$1,000.00	\$80.00	\$800.00	\$95.00	\$950.00
16	Crown Cleaning per Service Request -Hardwood tree 19"-24" DSH	EA	20	\$124.00	\$2,480.00	\$90.00	\$1,800.00	\$135.00	\$2,700.00
17	Crown Cleaning per Service Request -Hardwood tree 25"-30" DSH	EA	20	\$194.00	\$3,880.00	\$100.00	\$2,000.00	\$175.00	\$3,500.00
18	Crown Cleaning per Service Request -Hardwood tree 31"-36" DSH	EA	20	\$224.00	\$4,480.00	\$110.00	\$2,200.00	\$215.00	\$4,300.00
19	Crown Cleaning per Service Request - Hardwood tree 36"+ DSH	EA	10	\$274.00	\$2,740.00	\$120.00	\$1,200.00	\$250.00	\$2,500.00
20	Crown Reduction per Service Request- Hardwood tree 0"-12" DSH	EA	10	\$204.00	\$2,040.00	\$100.00	\$1,000.00	\$74.00	\$740.00
21	Crown Reduction per Service Request- Hardwood tree 13"-18" DSH	EA	10	\$294.00	\$2,940.00	\$150.00	\$1,500.00	\$111.00	\$1,110.00
22	Crown Reduction per Service Request- Hardwood tree 19"-24" DSH	EA	20	\$344.00	\$6,880.00	\$185.00	\$3,700.00	\$188.00	\$3,760.00
23	Crown Reduction per Service Request- Hardwood tree 25"-30" DSH	EA	20	\$394.00	\$7,880.00	\$225.00	\$4,500.00	\$244.00	\$4,880.00
24	Crown Reduction per Service Request- Hardwood tree 31"-36" DSH	EA	20	\$444.00	\$8,880.00	\$235.00	\$4,700.00	\$299.00	\$5,980.00
25	Crown Reduction per Service Request- Hardwood tree 36"+ DSH	EA	10	\$524.00	\$5,240.00	\$245.00	\$2,450.00	\$344.00	\$3,440.00
26	Palm Pruning Prune Date Palm (Phoenix spp.)	EA	10	\$224.00	\$2,240.00	\$135.00	\$1,350.00	\$150.00	\$1,500.00
27	Palm Pruning Clean Trunk for Date Palm (Phoenix spp.)	EA	5	\$224.00	\$1,120.00	\$150.00	\$750.00	\$100.00	\$500.00
28	Palm Pruning Prune Fan Palm (Washingtonia spp.)	EA	2000	\$64.00	\$128,000.00	\$65.00	\$130,000.00	\$68.00	\$136,000.00
29	Palm Pruning Clean Trunk for Fan Palm (Washingtonia spp.)	EA	5	\$94.00	\$470.00	\$240.00	\$1,200.00	\$80.00	\$400.00
30	Palm Pruning Prune all other Palm Species	EA	500	\$64.00	\$32,000.00	\$65.00	\$32,500.00	\$65.00	\$32,500.00
31	Tree & Stump Removal 0"-12" DSH	EA	25	\$224.00	\$5,600.00	\$150.00	\$3,750.00	\$175.00	\$4,375.00
32	Tree & Stump Removal 13"-18" DSH	EA	100	\$324.00	\$32,400.00	\$388.00	\$38,800.00	\$375.00	\$37,500.00
33	Tree & Stump Removal 19"-24" DSH	EA	150	\$500.00	\$75,000.00	\$580.00	\$87,000.00	\$575.00	\$86,250.00
34	Tree & Stump Removal 25"-30" DSH	EA	150	\$750.00	\$112,500.00	\$770.00	\$115,500.00	\$885.00	\$132,750.00
35	Tree & Stump Removal 31"-36" DSH	EA	100	\$850.00	\$85,000.00	\$970.00	\$97,000.00	\$1,175.00	\$117,500.00
36	Tree & Stump Removal 36"+ DSH	EA	30	\$1,000.00	\$30,000.00	\$1,080.00	\$32,400.00	\$1,375.00	\$41,250.00
37	Tree Removal Only. No Stump Removal 0"-12" DSH	EA	10	\$224.00	\$2,240.00	\$110.00	\$1,100.00	\$125.00	\$1,250.00
38	Tree Removal Only. No Stump Removal 13"-18" DSH	EA	10	\$324.00	\$3,240.00	\$250.00	\$2,500.00	\$300.00	\$3,000.00
39	Tree Removal Only. No Stump Removal 19"-24" DSH	EA	10	\$500.00	\$5,000.00	\$400.00	\$4,000.00	\$445.00	\$4,450.00
40	Tree Removal Only. No Stump Removal 25"-30" DSH	EA	10	\$750.00	\$7,500.00	\$500.00	\$5,000.00	\$625.00	\$6,250.00
41	Tree Removal Only. No Stump Removal 31"-36" DSH	EA	10	\$850.00	\$8,500.00	\$600.00	\$6,000.00	\$840.00	\$8,400.00
42	Tree Removal Only. No Stump Removal 36"+ DSH	EA	10	\$1,000.00	\$10,000.00	\$700.00	\$7,000.00	\$1,075.00	\$10,750.00
43	Stump Removal per Stump Diameter Inch at Grade	DI	300	\$14.00	\$4,200.00	\$12.00	\$3,600.00	\$13.75	\$4,125.00
44	Tree Planting and Staking 15 Gallon (double staked per specs) - Labor, Equip., Tree & Materials	EA	20	\$194.00	\$3,880.00	\$190.00	\$3,800.00	\$175.00	\$3,500.00
45	Tree Planting and Staking 24 inch Box (double staked per specs) - Labor, Equip., Tree & Materials	EA	10	\$394.00	\$3,940.00	\$385.00	\$3,850.00	\$350.00	\$3,500.00
	Tree Planting and Staking 36 inch Box (double staked per specs) - Labor, Equip., Tree & Materials	EA	5	\$954.00	\$4,770.00	\$975.00	\$4,875.00	\$925.00	\$4,625.00
47	General Labor Rates Rate for 1 Ground-person	HR	1	\$89.00	\$89.00	\$75.00	\$75.00	\$77.00	\$77.00
48	General Labor Rates Rate for 1 Equipment Operator	HR	1	\$89.00	\$89.00	\$80.00	\$80.00	\$85.00	\$85.00
49	General Labor Rates Rate for 1 Trimmer	HR	1	\$89.00	\$89.00	\$85.00	\$85.00	\$81.00	\$81.00
50	Day Rate Service Crew	DAY	1	\$2,136.00	\$2,136.00	\$1,920.00	\$1,920.00	\$1,970.00	\$1,970.00
51	Day Rate Specialty Equipment Day Rate	DAY	1	\$979.00	\$979.00	\$700.00	\$700.00	\$675.00	\$675.00
52	Emergency Services During normal business hours	HR	1	\$300.00	\$300.00	\$250.00	\$250.00	\$285.00	\$285.00
53	Emergency Services After hours, weekends &/or holidays	HR	1	\$450.00	\$450.00	\$300.00	\$300.00	\$375.00	\$375.00
54	General Arborist Services Arborist Reports	HR	20	\$174.00	\$3,480.00	\$135.00	\$2,700.00	\$125.00	\$2,500.00
55	General Arborist Services Level 1, 2, and 3 Risk Assessments	HR	20	\$174.00	\$3,480.00	\$175.00	\$3,500.00	\$125.00	\$2,500.00
56	Other Changes (please specify)	LOT	1	\$89.00	\$89.00	\$85.00	\$85.00	no bid	no bid
57	Other Changes (please specify)	LOT	1	\$89.00	\$89.00	\$85.00	\$85.00	no bid	no bid

\$2,167,720.00

\$2,170,955.00

\$3,153,283.00