

**CITY OF CHULA VISTA
COOPERATIVE PURCHASING AGREEMENT
WITH WEST COAST ARBORIST, INC.
TO PROVIDE TREE MAINTENANCE SERVICES**

This Cooperative Purchasing Agreement (“Agreement”) is made and entered into between the City of Chula Vista (“City”) and West Coast Arborist, Inc. (“Contractor”) (collectively, the “Parties” and, individually, a “Party”) with reference to the following facts:

RECITALS

WHEREAS, Contractor was selected by County of Orange California to perform Tree Care and Maintenance Services pursuant to Contract MA-012-220110006 with West Coast Arborist, Inc. for Tree Care and Maintenance Services, which is attached hereto as Exhibit A and incorporated herein by this reference (“Original Contract”);

WHEREAS, section 2.56.140 of the Chula Vista Municipal Code authorizes the City to contract for goods or services through a cooperative purchasing arrangement provided the goods or services were purchased through a competitive process that the Purchasing Agent determines to be consistent with good purchasing practices;

WHEREAS, City has a need for complete tree maintenance service of Chula Vista’s urban forest trees;

WHEREAS, City desires to enter into an agreement with Contractor through a cooperative purchasing arrangement on the terms and conditions set forth in Original Contract and this Agreement;

WHEREAS, Contractor warrants and represents that it is experienced and staffed in a manner such that it can deliver the services required of Contractor to City in accordance with the time frames and the terms and conditions of this Agreement.

OBLIGATORY PROVISIONS

NOW, THEREFORE, for and in consideration of the above recitals, the covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which the Parties hereby acknowledge, City and Contractor hereby agree as follows:

1. Required Services

Contractor agrees to perform all services, and deliver to City all deliverables (if any), as described in Exhibit A (Original Contract) and further described below:

The Contractor will perform and complete tree pruning, tree/stump/removal services, tree care, and tree maintenance, and all other Required Services at locations and times as directed by the City.

The services and/or deliverables described in Original Contract and above shall be referred to herein as the “Required Services.” Without limiting Contractor’s obligations to strictly comply with all terms and conditions of this Agreement, Contractor acknowledges and agrees to perform the Required Services in strict accordance with Exhibit A (Original Contract) and Exhibit B (Required Services General Provisions) which are attached hereto and incorporated herein by reference.

2. Term of the Agreement

The initial term of this Agreement is July 26, 2022 (“Effective Date”) and it terminates June 30, 2024, unless terminated as provided herein (the “Initial Term”). Notwithstanding the completion date set forth for the Initial Term above, the City has the option to extend this Agreement for two (2) additional terms, defined as a one-year increment. The City Manager or Director of Finance shall be authorized to exercise the an option to extend on behalf of the City. If the City exercises an option to extend, each extension shall be on the same terms and conditions contained in this Agreement.

3. Payment Terms

For performance of the Required Services by Contractor, City shall pay Contractor as provided in Exhibit C, which is attached hereto and are incorporated herein by reference. The reimbursement for productive hours spent or expenses incurred in the performance of this Agreement shall be made only upon acceptance by City of Contractor’s invoice and supporting documentation.

4. Insurance

Contractor must procure and maintain insurance in strict accordance with the Insurance Requirements identified in Exhibit D, which is attached hereto and are incorporated herein by reference.

5. Indemnity

Contractor must indemnify, defend, and hold harmless the Indemnified Parties (as defined in Exhibit E) as provided in Exhibit E, which is attached hereto and are incorporated herein by reference.

6. Authorized Representatives and Notices

The City hereby designates as its Authorized Representative:

Steve Padilla, Public Works Manager
Department of Public Works
1800 Maxwell Road
Chula Vista, CA 91911

Kalani Camacho, Superintendent
Department of Public Works
1800 Maxwell Road
Chula Vista, CA 91911

All notices, demands or requests provided for or permitted to be given pursuant to this Agreement must be in writing. All notices, demands and requests to be sent to any Party shall be deemed to have been properly given or serviced if personally served or deposited in the United States mail, addressed to such Party, postage prepaid, register or certified, with return receipt requested, at the addressee[s] identified in this Agreement.

Notices, demands or requests sent to City shall be submitted to:

Steve Padilla, Public Works Manager
Department of Public Works
1800 Maxwell Road
Chula Vista, CA 91911

Kalani Camacho, Superintendent
Department of Public Works
1800 Maxwell Road
Chula Vista, CA 91911

Notices, demands or requests sent to Contractor shall be submitted to:

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

7. Remedies.

7.1 *Termination for Cause.* If for any reason whatsoever Contractor shall fail to perform the Required Services under this Agreement, in a proper or timely manner, or if Contractor shall violate any of the other covenants, agreements or conditions of this Agreement (each a “Default”), in addition to any and all other rights and remedies City may have under this Agreement, at law or in equity, City shall have the right to terminate this Agreement by giving five (5) days written notice to Contractor. Such notice shall identify the Default and the Agreement termination date. If Contractor notifies City of its intent to cure such Default prior to City’s specified termination date, and City agrees that the specified Default is capable of being cured, City may grant Contractor up to ten (10) additional days after the designated termination date to effectuate such cure. In the event of a termination under this Section 7.a, Contractor shall immediately provide City any and all reports, studies, information, data, statistics, forms, designs, plans, procedures, systems and any other materials or properties produced in whole or in part under this Agreement (“Work Product”) in connection with the performance of the Required Services work product prepared by Contractor as part of the Required Services. Such Work Product shall be City's sole and exclusive property. Contractor may be entitled to compensation for work satisfactorily performed prior to Contractor’s receipt of the Default notice; provided, however, in no event shall such compensation exceed the

amount that would have been payable under this Agreement for such work, and any such compensation shall be reduced by any costs incurred or projected to be incurred by City as a result of the Default.

7.2 *Termination or Suspension for Convenience of City.* City may suspend or terminate this Agreement, or any portion of the Required Services, at any time and for any reason, with or without cause, by giving specific written notice to Contractor of such termination or suspension at least fifteen (15) days prior to the effective date thereof. Upon receipt of such notice, Contractor shall immediately cease all work under the Agreement and promptly deliver all Work Product to City. Such Work Product shall be City's sole and exclusive property. Contractor shall be entitled to receive just and equitable compensation for this Work Product in an amount equal to the amount due and payable under this Agreement for work satisfactorily performed as of the date of the termination/suspension notice plus any additional remaining Required Services requested or approved by City in advance that would maximize City's value under the Agreement.

7.3 *Waiver of Claims.* In the event City terminates the Agreement in accordance with the terms of this section, Contractor hereby expressly waives any and all claims for damages or compensation as a result of such termination except as expressly provided in this Section 7.

7.4 *Administrative Claims Requirements and Procedures.* No suit or arbitration shall be brought arising out of this Agreement against City unless a claim has first been presented in writing and filed with City and acted upon by City in accordance with the procedures set forth in Chapter 1.34 of the Chula Vista Municipal Code, as same may be amended, the provisions of which, including such policies and procedures used by City in the implementation of same, are incorporated herein by this reference. Upon request by City, Contractor shall meet and confer in good faith with City for the purpose of resolving any dispute over the terms of this Agreement.

8. Conflicts or Discrepancies

In the event of any inconsistencies, conflicts, or discrepancies between any of the provisions and/or attachments of the Original Contract and this Agreement, the inconsistency shall be resolved by giving precedence in the following order:

- 1) This Agreement
- 2) Original Contract

9. General Provisions

9.1 Amendment. This Agreement may be amended, but only in writing signed by both Parties.

9.2 Assignment. City would not have entered into this Agreement but for Contractor's unique qualifications and traits. Contractor shall not assign any of its rights or responsibilities under this Agreement, nor any part hereof, without City's prior, written consent, which City may grant, condition, or deny in its sole discretion.

9.3 Authority. The person(s) executing this Agreement for Contractor warrants and represents that they have the authority to execute same on behalf of Contractor and to bind Contractor to its

obligations hereunder without any further action or direction from Contractor or any board, principle or officer thereof.

9.4 Counterparts. This Agreement may be executed in counterparts, each of which shall be deemed an original, but all of which shall constitute one Agreement after each Party has signed such a counterpart.

9.5 Entire Agreement. This Agreement together with all exhibits attached hereto and other agreements expressly referred to herein, constitutes the entire Agreement between the Parties with respect to the subject matter contained herein. All exhibits referenced herein shall be attached hereto and are incorporated herein by reference. All prior or contemporaneous agreements, understandings, representations, warranties and statements, oral or written, are suspended.

9.6 Record Retention. During the course of this Agreement and for three (3) years following completion of the Services, Contractor agrees to maintain, intact and readily accessible, all data, documents, reports, records, contracts, and supporting materials relating to the performance of this Agreement, including accounting for costs and expenses charged to City, including such records in possession of sub-contractors.

9.7 Further Assurances. The Parties agree to perform such further acts and to execute and deliver such additional documents and instruments as may be reasonably required in order to carry out the provisions of this Agreement and the intentions of the Parties.

9.8 Independent Contractor. Contractor is and shall at all times remain as to City a wholly independent contractor. Neither City nor any of its officers, employees, agents or volunteers shall have control over the conduct of Contractor or any of Contractor's officers, employees, or agents ("Contractor Related Individuals"), except as set forth in this Agreement. No Contractor Related Individuals shall be deemed employees of City, and none of them shall be entitled to any benefits to which City employees are entitled, including but not limited to, overtime, retirement benefits, worker's compensation benefits, injury leave or other leave benefits. Furthermore, City will not withhold state or federal income tax, social security tax or any other payroll tax with respect to any Contractor Related Individuals; instead, Contractor shall be solely responsible for the payment of same and shall hold City harmless with respect to same. Contractor shall not at any time or in any manner represent that it or any of its Contractor Related Individuals are employees or agents of City. Contractor shall not incur or have the power to incur any debt, obligation or liability whatsoever against City, or bind City in any manner.

IN WITNESS WHEREOF, by executing this Agreement where indicated below, City and Contractor agree that they have read and understood all terms and conditions of this Agreement, that they fully agree and consent to bound by same, and that they are freely entering into this Agreement as of the Effective Date.

WEST COAST ARBORIST

CITY OF CHULA VISTA

BY: _____
Patrick Mahoney
President

BY: _____
MARY CASILLAS SALAS
MAYOR

ATTEST

BY: _____
Kerry K. Bigelow, MMC
City Clerk

APPROVED AS TO FORM

BY: _____
Glen R. Googins
City Attorney

APPROVED AS TO FORM

Glen R. Googins, City Attorney

Date: _____

EXHIBITS

A – Original Contract, Contract No. MA-012-22010006

B – Required Services General Provisions

C – Payment Terms

D – Insurance Requirements

E – Indemnity Requirements

F – Contractor Conflict of Interest Designation

EXHIBIT A
ORIGINAL CONTRACT

CONTRACT MA-012-22010006

FOR

TREE CARE AND MAINTENANCE SERVICES

BETWEEN

THE COUNTY OF ORANGE, OC COMMUNITY RESOURCES

AND

WEST COAST ARBORISTS, INC.



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

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

ATTACHMENTS

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

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

RECITALS

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

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

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

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

NOW, THEREFORE, the Parties mutually agree as follows:

ARTICLES

I. General Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

Qualified Insurer

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

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

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

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

Required Coverage Forms

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

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

Required Endorsements

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

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

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

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

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

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

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

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

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

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

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

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

P. **Changes:** Contractor shall make no changes in the work or perform any additional work without County's specific written approval.

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

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

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

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

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

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

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

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

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

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

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

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

Additional Terms and Conditions:

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

27. **Labor Code Requirements:**

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

27.1 **Wage Rates**

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

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

27.2 Wage Rate Penalty

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

27.3 Work Hour Penalty

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

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

27.4 Registration of Contractors

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

27.5 Payroll Records

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

The requirements of Labor Code Section 1776 provide in part:

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

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

SIGNATURE PAGE

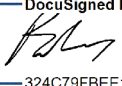
IN WITNESS WHEREOF, the Parties hereto have executed this Contract on the date following their respective signatures.

WEST COAST ARBORISTS, INC.*

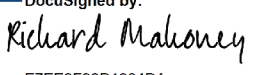
** If the Contractor is a corporation, signatures of two specific corporate officers are required as further set forth.*

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

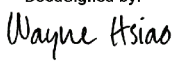
In the alternative, a single corporate signature is acceptable when accompanied by a corporate resolution demonstrating the legal authority of the signature to bind the company.

DocuSigned by: 	Patrick Mahoney	President	7/7/2021
324C79FBEE1F4FC...	_____	_____	_____
Signature	Name	Title	Date

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

DocuSigned by: 	Richard Mahoney	VP/Secretary	7/7/2021
E7EE9F99D1904DA...	_____	_____	_____
Signature	Name	Title	Date

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

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

APPROVED AS TO FORM:

County Counsel

By _____	DocuSigned by: 
Deputy	BC5CA9BED31F40A...

Date 7/7/2021

ATTACHMENT A

SCOPE OF WORK

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

III. Contractor Requirements:

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

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

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

California State Contractors License Board (CSLB)

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

International Society of Arboriculture (ISA) Certification or equivalent

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

California Department of Pesticide Regulation

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

IV. Contractor Performance Requirements:

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

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

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

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

E. Pesticide Usage and Reporting:

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

F. Disposal of Materials:

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

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

G. Diseased and Infested Trees:

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

H. Pre-Inspection:

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

I. Protection and Restoration of Existing Areas:

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

J. Control of Work:

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

K. GIS, GPS Capabilities and Requirements:

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

L. Tree Inventory, Updates and Additions:

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

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

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

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

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

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

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

S. Traffic Control:

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

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

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

V. Identification and Coordination of Work:

A. Coordination and Planning:

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

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

B. Work Schedules:

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

C. Low Volume Work (Non-Routine):

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

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

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

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

E. Emergency Work and Mobilization Fee:

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

F. Priority Work and Mobilization Fee:

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

G. Access Gates:

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

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

VI. Specifications:

A. Emergency Work and Call Out:

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

B. General Pruning Requirements:

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

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

C. Full Prune:

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

D. Crown Raising/Clearance Prune:

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

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

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

E. Specific Pruning Requirements for Conifers and Broadleaf Trees:

1. General Trimming and Shaping of Conifers:

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

2. General Trimming and Shaping of Broadleaf Trees:

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

F. Pruning Specifications for Palm Trees:

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

G. Tree and Stump Removal:

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

H. Root Pruning:

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

I. Hourly Work/Crew Rental:

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

J. Tree Pest Treatment:

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

K. Tree Planting

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

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

VII. Specifications: List of all OCCR Facilities

A. OC Parks

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

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

B. OC Public Libraries

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

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

C. OC Animal Care

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

ATTACHMENT B**PAYMENT AND COMPENSATION**

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

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

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

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

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

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

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

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

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

Invoice and support documentation are to be forwarded to:

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

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

ATTACHMENT C**COST PROPOSAL**

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

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

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

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

Emergency and Priority Mobilization Fees

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

Tree Pest Treatment

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

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

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

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

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

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

ATTACHMENT D

STAFFING PLAN

I. KEY PERSONNEL

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

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

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

II. SUBCONTRACTORS

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

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

EXHIBIT B
REQUIRED SERVICES GENERAL PROVISIONS

B.1 Required Services. Contractor agrees to perform the services as stated in the Original Contract and this Agreement, within the time frames set forth herein.

B.2 Reductions in Scope of Work. City may independently, or upon request from Contractor, reduce the Required Services to be performed by Contractor under this Agreement. Upon doing so, City and Contractor agree to meet and confer in good faith for the purpose of negotiating a corresponding reduction in the compensation associated with the reduction.

B.3 Additional Services. Subject to compliance with the City's Charter, codes, policies, procedures and ordinances governing procurement and purchasing authority, City may request Contractor provide additional services related to the Required Services ("Additional Services"). If so, City and Contractor agree to meet and confer in good faith for the purpose of negotiating an amendment to the Agreement to add the Additional Services. Unless otherwise agreed, compensation for the Additional Services shall be charged and paid consistent with the rates and terms already provided therein. Once added to the Agreement, "Additional Services" shall also become "Required Services" for the purposes of this Agreement.

B.4 Standard of Care. Contractor expressly warrants and agrees that any and all Required Services hereunder shall be performed in accordance with the highest standard of care exercised by members of the profession currently practicing under similar conditions and in similar locations.

B.5 No Waiver of Standard of Care. Where approval by City is required, it is understood to be conceptual approval only and does not relieve Contractor of responsibility for complying with all laws, codes, industry standards, and liability for damages caused by negligent acts, errors, omissions, noncompliance with industry standards, or the willful misconduct of Contractor or its subcontractors.

B.6 Security of Performance. In the event that the Payment Terms indicate the need for Contractor to provide additional security for performance of its duties under this Agreement, Contractor shall provide such additional security prior to commencement of its Required Services in the form and on the terms prescribed in the this Agreement, or as otherwise prescribed by the City Attorney.

B.7 Compliance with Laws. In its performance of the Required Services, Contractor shall comply with any and all applicable federal, state, and local laws, including the Chula Vista Municipal Code.

**EXHIBIT C
PAYMENT TERMS**

C.1. Time and Materials. For performance of the Required Services by Contractor as identified herein, City shall pay Contractor for the productive hours of time spent by Contractor in the performance of the Required Services, at the rates or amounts as indicated below:

C.2. Reimbursement of Costs

PUBLIC WORKS			2022	
Item	Work Type	Unit	Current	
1	Eucalyptus Prune 6-12 DSH	Each	\$ 77.15	
2	Eucalyptus Pruning 13-24 DSH	Each	\$ 77.15	
3	Eucalyptus Pruning 25-30 DSH	Each	\$ 212.18	
4	Eucalyptus Pruning >30 DSH	Each	\$ 330.06	
5	Broadleaf Pruning	Each	\$ 77.15	
6	Pine & Conifer Pruning	Each	\$ 147.88	
7	Palm Pruning - King/Queen/Pindo	Each	\$ 30.00	
8	Palm Pruning - Fan	Each	\$ 39.65	
9	Palm Pruning - Date	Each	\$ 101.80	
10	Palm Tree Removal	Foot	\$ 34.30	
11	Tree and Stump Removal	Dia. Inch	\$ 34.30	
12	Stump Only Removal	Dia. Inch	\$ 12.86	
13	Bio-barrier Installation - 12"	Foot	\$ 23.58	
14	Root Pruning	Foot	\$ 23.58	
15	Emergency Response - per man 7am-7pm	Man Hour	\$ 80.37	
16	Emergency Response - per man 7pm-7am	Man Hour	\$ 96.45	

There are no reimbursable costs under this Agreement. The compensation identified herein includes all costs.

C.3. Additional Security. None

C.4. Prevailing Wages. Yes

C.5. Maximum Contract Amount. The maximum amount to be paid to Contractor for services performed during the Initial Term is \$1,500,000. If City elects to exercise an option to extend the Agreement per Section 2, the maximum amounts to be paid to Contractor for services performed during each option term(s) shall be as follows:

Option Year 1 (July 1, 2024 – June 30, 2025): \$750,000.00*

Option Year 2 (July 1, 2025 – June 30, 2026): \$750,000.00*

** Amounts duly approved but not encumbered during the Initial Term, or prior option(s) terms, may be carried over, in City's sole discretion, to increase the maximum amount to be paid during a subsequent option term.*

Notwithstanding any of the above, the maximum amount to be paid to the Contractor for services performed through June 30, 2026 shall be \$3,000,000.00.

C.6. Permitted Subcontractors. None.

EXHIBIT D INSURANCE REQUIREMENTS

D.1 Required Insurance. Contractor must procure and maintain, during the period performance of the Required Services under this Agreement, and for twelve months after completion of Required Services, the policies of insurance set forth below in C.13 (“Required Insurance”). The Required Insurance shall also comply with all other terms of this Exhibit.

D.2 Deductibles and Self-Insured Retentions. Any deductibles or self-insured retentions relating to the Required Insurance must be disclosed to approved by City in advance of the commencement of work.

D.3 Standards for Insurers. Required Insurance must be placed with licensed insurers admitted to transact business in the State of California with a current A.M. Best’s rating of A V or better, or, if insurance is placed with a surplus lines insurer, insurer must be listed on the State of California List of Eligible Surplus Lines Insurers (LESLI) with a current A.M. Best’s rating of no less than A X. For Worker’s Compensation Insurance, insurance issued by the State Compensation Fund is also acceptable.

D.4 Subcontractors. Contractor must include all sub-contractors/service providers as insured under its policies and/or furnish separate certificates and endorsements demonstrating separate coverage for those not under its policies. Any separate coverage for sub-contractors/service providers must also comply with the terms of this Agreement.

D.5 Additional Insureds. City, its officers, officials, employees, agents, and volunteers must be named as additional insured with respect to any policy of general liability, automobile, or pollution insurance specified as required below in C.13 or as may otherwise be specified by City’s Risk Manager. The general liability additional insured coverage must be provided in the form of an endorsement to the Contractor’s insurance using ISO CG 20 10 (11/85) or its equivalent; such endorsement must not exclude Products/Completed Operations coverage.

D.6 General Liability Coverage to be “Primary.” Contractor’s general liability coverage must be primary insurance as it pertains to City, its officers, officials, employees, agents, and volunteers. Any insurance or self-insurance maintained by City, its officers, officials, employees, or volunteers is wholly separate from the insurance provided by Contractor and in no way relieves Contractor from its responsibility to provide insurance.

D.7 No Cancellation. No Required Insurance policy may be canceled by either Party during the required insured period under this Agreement, except after thirty days’ prior written notice to City by certified mail, return receipt requested. Prior to the Effective Date of any such cancellation Contractor must procure and put into effect equivalent coverage(s).

D.8 Waiver of Subrogation. Contractor will provide a Waiver of Subrogation in favor of City for each Required Insurance policy under this Agreement. In addition, Contractor waives any right it may have or may obtain to subrogation for a claim against City.

D.9 Verification of Coverage. Prior to commencement of any work, Contractor shall furnish City with original certificates of insurance and any amendatory endorsements necessary to demonstrate to City that Contractor has obtained the Required Insurance in compliance with the terms of this Agreement. The words “will endeavor” and “but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents, or representatives” or any similar must be deleted from all certificates. The required certificates and endorsements should otherwise be on industry standard forms. City reserves the right to require, at any time, complete, certified copies or all required insurance policies, including endorsements evidencing the coverage required by these specifications.

D.10 Claims Made Policy Requirements. If General Liability, Pollution, and/or Asbestos Pollution Liability and/or Errors & Omissions coverage are required and are provided on a claims-made form, the following requirements also apply:

- a. The “Retro Date” must be shown, and must be before the date of this Agreement or the beginning of the work required by this Agreement.
- b. Insurance must be maintained, and evidence of insurance must be provided, for at least five (5) years after completion of the work required by this Agreement.
- c. If coverage is canceled or non-renewed, and not replaced with another claims-made policy form with a “Retro Date” prior to the Effective Date of this Agreement, Contractor must purchase “extended reporting” coverage for a minimum of five (5) years after completion of the work required by this Agreement.
- d. A copy of the claims reporting requirements must be submitted to City for review.

D.11 Not a Limitation of Other Obligations. Insurance provisions under this section shall not be construed to limit Contractor’s obligations under this Agreement, including Indemnity.

D.12 Additional Coverage. To the extent that insurance coverage provided by Contractor maintains higher limits than the minimums appearing below in C.13, City requires and shall be entitled to coverage for higher limits maintained.

D.13 Insurance Requirements.

	Type of Insurance	Minimum Amount	Form
☒	General Liability: Including products and complete operations, personal and advertising injury	\$2,000,000 per occurrence for bodily injury, personal injury (including death), and property damage. If Commercial General Liability insurance with a general aggregate limit must apply separately to this Agreement or the general aggregate limit must be twice the required occurrence limit. Additional Insured Endorsement or Blanket AI Endorsement for City* Waive of Recovery Endorsement	Insurance Services Office Form CG 00 01 <i>*Must be primary and must not exclude Products/Completed Operations</i>
☒	Automobile Liability	\$1,000,000 per accident for bodily injury, including death, and property damage	Insurance Services Office Form CA 00 01 Code 1 – Any Auto Code 8 – Hired Code 9 – Non-Owned
☒	Workers' Compensation Employer's Liability	\$1,000,000 each accident \$1,000,000 disease policy limit \$1,000,000 disease each employee Waiver of Recovery Endorsement	
☒	Professional Liability (Errors & Omissions)	\$1,000,000 each occurrence \$2,000,000 aggregate	

Other Negotiated Insurance Terms: None

EXHIBIT E INDEMNITY REQUIREMENTS

E.1 General. To the maximum extent allowed by law, Contractor shall protect, defend, indemnify and hold harmless City, its elected and appointed officers, agents, employees and volunteers (collectively, "Indemnified Parties"), from and against any and all claims, demands, causes of action, costs, expenses, (including reasonable attorneys' fees and court costs), liability, loss, damage or injury, in law or equity, to property or persons, including wrongful death, in any manner arising out of or incident to any alleged acts, omissions, negligence, or willful misconduct of Contractor, its officials, officers, employees, agents, and contractors, arising out of or in connection with the performance of the Required Services, the results of such performance, or this Agreement. This indemnity provision does not include any claims, damages, liability, costs and expenses arising from the sole negligence or willful misconduct of the Indemnified Parties. Also covered is liability arising from, connected with, caused by or claimed to be caused by the active or passive negligent acts or omissions of the Indemnified Parties which may be in combination with the active or passive negligent acts or omissions of the Contractor, its employees, agents or officers, or any third party.

E.2 Modified Indemnity Where Agreement Involves Design Professional Services. Notwithstanding the forgoing, if the services provided under this Agreement are design professional services, as defined by California Civil Code Section 2782.8, as may be amended from time to time, the defense and indemnity obligation under Section D.1, above, shall be limited to the extent required by California Civil Code Section 2782.8.

E.3 Costs of Defense and Award. Included in Contractor's obligations under these Indemnity Provisions is Contractor's obligation to defend, at Contractor's own cost, expense and risk, any and all suits, action or other legal proceedings that may be brought or instituted against one or more of the Indemnified Parties. Subject to the limitations in this Indemnity Provisions, Contractor shall pay and satisfy any judgment, award or decrees that may be rendered against on or more of the Indemnified Parties for any and all related legal expenses and costs incurred by any of them.

E.4 Contractor's Obligations Not Limited or Modified. Contractor's obligations under these Indemnity Provisions shall not be limited to insurance proceeds, if any, received by the Indemnified Parties, or by any prior or subsequent declaration by Contractor. Furthermore, Contractor's obligations under this Indemnity Requirements shall in no way limit, modify or excuse any of Contractor's other obligations or duties under this Agreement.

E.5 Enforcement Costs. Contractor agrees to pay any and all costs City incurs in enforcing Contractor's obligations under these Indemnity Provisions.

E.6 Survival. Contractor's obligations under these Indemnity Provisions shall survive the termination of this Agreement.

EXHIBIT F
CONTRACTOR CONFLICT OF INTEREST DESIGNATION

The Political Reform Act¹ and the Chula Vista Conflict of Interest Code² (“Code”) require designated state and local government officials, including some consultants, to make certain public disclosures using a Statement of Economic Interests form (Form 700). Once filed, a Form 700 is a public document, accessible to any member of the public. In addition, consultants designated to file the Form 700 are also required to comply with certain ethics training requirements.³

A. Contractor IS a corporation or limited liability company and is therefore EXCLUDED⁴ from disclosure.

B. Contractor NOT a corporation or limited liability company and disclosure designation is as follows:

APPLICABLE DESIGNATIONS FOR INDIVIDUAL(S) ASSIGNED TO PROVIDE SERVICES

(Category descriptions available at www.chulavistaca.gov/departments/city-clerk/conflict-of-interest-code.)

<i>Name</i>	<i>Email Address</i>	<i>Applicable Designation</i>
Enter Name of Each Individual Who Will Be Providing Service Under the Contract – <i>If individuals have different disclosure requirements, duplicate this row and complete separately for each individual</i>	Enter email address(es)	<input type="checkbox"/> A. Full Disclosure <input type="checkbox"/> B. Limited Disclosure (<i>select one or more of the categories under which the Contractor shall file</i>): <input type="checkbox"/> 1. <input type="checkbox"/> 2. <input type="checkbox"/> 3. <input type="checkbox"/> 4. <input type="checkbox"/> 5. <input type="checkbox"/> 6. <input type="checkbox"/> 7. Justification: <input type="checkbox"/> C. Excluded from Disclosure

1. Required Filers

Each individual who will be performing services for the City pursuant to the Agreement and who meets the definition of “Consultant,” pursuant to FPPC Regulation 18700.3, must file a Form 700.

2. Required Filing Deadlines

Each initial Form 700 required under this Agreement shall be filed with the Office of the City Clerk via the City's online filing system, NetFile, within 30 days of the approval of the Agreement. Additional Form 700 filings will be required annually on April 1 during the term of the Agreement, and within 30 days of the termination of the Agreement.

3. Filing Designation

The City Department Director will designate each individual who will be providing services to the City pursuant to the Agreement as *full disclosure*, *limited disclosure*, or *excluded from disclosure*, based on an analysis of the services the Contractor will provide. Notwithstanding this designation or anything

1 Cal. Gov. Code §§81000 *et seq.*; FPPC Regs. 18700.3 and 18704.

2 Chula Vista Municipal Code §§2.02.010-2.02.040.

3 Cal. Gov. Code §§53234, *et seq.*

4 CA FPPC Adv. A-15-147 (*Chadwick*) (2015); *Davis v. Fresno Unified School District* (2015) 237 Cal.App.4th 261; FPPC Reg. 18700.3 (Consultant defined as an “individual” who participates in making a governmental decision; “individual” does not include corporation or limited liability company).

in the Agreement, the Contractor is ultimately responsible for complying with FPPC regulations and filing requirements. If you have any questions regarding filing requirements, please do not hesitate to contact the City Clerk at (619)691-5041, or the FPPC at 1-866-ASK-FPPC, or (866) 275-3772 *2.

Pursuant to the duly adopted City of Chula Vista Conflict of Interest Code, this document shall serve as the written determination of the consultant's requirement to comply with the disclosure requirements set forth in the Code.

Completed by: Steve Padilla, Public Works Manager