

City of Moreno Valley

AGREEMENT FOR ON-SITE AND/OR PROFESSIONAL SERVICES

This Agreement is made by and between the City of Moreno Valley and **Moreno Valley Community Services District**, California, a municipal corporation, with its principal place of business at 14177 Frederick Street, Moreno Valley, CA 92552, hereinafter referred to as the "City", and **West Coast Arborists, Inc. a Corporation**, with its principal place of business at **2200 E. Via Burton, Anaheim, CA 92806**, hereinafter referred to as the "Vendor," based upon City policies and the following legal citations:

RECITALS

- A. Government Code Section 53060 authorizes the engagement of persons to perform special services as independent Vendors;
- B. Vendor desires to perform and assume responsibility for the provision of professional tree trimming and removal contracting services contracting services required by the City on the terms and conditions set forth in this Agreement. Vendor represents that it is experienced in providing professional tree trimming and removal contracting services contracting services and is licensed in the State of California, if applicable;
- C. City desires to engage Vendor to render such services for the tree trimming and removal contracting services as set forth in this Agreement;
- D. The public interest, convenience, necessity, and general welfare will be served by this Agreement; and
- E. This Agreement is made and entered into effective the date the City signs this Agreement.

TERMS

1. VENDOR INFORMATION:

Contractor's Name: West Coast Arborists, Inc.
Address: 2200 E. Via Burton
City, State, Zip: Anaheim, CA 92806
Business Phone: 714-991-1900
Business License Number: 15644
Federal Tax I.D. Number: 95-3250682

2. VENDOR SERVICES, FEES, AND RELEVANT DATES:

- A. The Vendor's scope of service is described in Exhibit "A" attached hereto and incorporated herein by this reference.
- B. The City's responsibilities, other than payment, are described in Exhibit "B" attached hereto and incorporated herein by this reference.
- C. Payment terms are provided in Exhibit "C" attached hereto and incorporated herein by this reference.
- D. The term of this Agreement shall be from July 1, 2025 through June 30, 2030, unless terminated earlier as provided herein. The City acknowledges that it will not unreasonably withhold approval of the Vendor's requests for extensions of time in which to complete the work required. The Vendor shall not be responsible for performance delays caused by others or delays beyond the Vendor's reasonable control (excluding delays caused by non-performance or unjustified delay by Vendor, his/her/its employees, or subcontractors), and such delays shall extend the time for performance of the work by the Vendor.

3. **STANDARD TERMS AND CONDITIONS:**

- A. Control of Work. Vendor is solely responsible for the content and sequence of the work and will not be subject to control and direction as to the details and means for accomplishing the anticipated results of services. The City will not provide any training to Vendor or his/her/its employees.
- B. Intent of Parties. Vendor is, and at all times shall be, an independent Vendor and nothing contained herein shall be construed as making the Vendor or any individual whose compensation for services is paid by the Vendor, an agent or employee of the City, or authorizing the Vendor to create or assume any obligation or liability for or on behalf of the City, or entitling the Vendor to any right, benefit, or privilege applicable to any officer or employee of the City.
- C. Subcontracting. Vendor may retain or subcontract for the services of other necessary Vendors with the prior written approval of the City. Payment for such services shall be the responsibility of the Vendor. Any and all subcontractors shall be subject to the terms and conditions of this Agreement, with the exception that the City shall have no obligation to pay for any subcontractor services rendered. Vendor shall be responsible for paying prevailing wages where required by law [See California Labor Code Sections 1770 through 1777.7].
- D. Conformance to Applicable Requirements. All work prepared by Vendor shall be subject to the approval of City.
- E. Substitution of Key Personnel. Vendor has represented to City that certain key personnel will perform and coordinate the services under this Agreement. Should one or more of such personnel become unavailable, Vendor may substitute other

personnel of at least equal competence upon written approval of City. In the event that City and Vendor cannot agree as to the substitution of key personnel, City shall be entitled to terminate this Agreement for cause. As discussed below, any personnel who fail or refuse to perform the services in a manner acceptable to the City, or who are determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project or a threat to the safety of persons or property, shall be promptly removed from the project by the Vendor at the request of the City. The key personnel for performance of this Agreement are as follows: **Martin Cortez**.

- F. City's Representative. The City hereby designates the City Manager, or his or her designee, to act as its representative for the performance of this Agreement ("City's Representative"). Vendor shall not accept direction or orders from any person other than the City's Representative or his or her designee.
- G. Vendor's Representative. Vendor hereby designates **Martin Cortez**, or his or her designee, to act as its representative for the performance of this Agreement ("Vendor's Representative"). Vendor's Representative shall have full authority to represent and act on behalf of the Vendor for all purposes under this Agreement. The Vendor's Representative shall supervise and direct the services, using his or her best skill and attention, and shall be responsible for all means, methods, techniques, sequences and procedures and for the satisfactory coordination of all portions of the services under this Agreement.
- H. Legal Considerations. The Vendor shall comply with applicable federal, state, and local laws in the performance of this Agreement. Vendor shall be liable for all violations of such laws and regulations in connection with services. If the Vendor performs any work knowing it to be contrary to such laws, rules and regulations and without giving written notice to the City, Vendor shall be solely responsible for all costs arising therefrom. Vendor shall defend, indemnify and hold City, its officials, directors, officers, employees and agents free and harmless, pursuant to the indemnification provisions of this Agreement, from any claim or liability arising out of any failure or alleged failure to comply with such laws, rules or regulations.
- I. Standard of Care; Performance of Employees. Vendor shall perform all services under this Agreement in a skillful and competent manner, consistent with the standards generally recognized as being employed by professionals in the same discipline in the State of California. Vendor represents and maintains that it is skilled in the profession necessary to perform the services. Vendor warrants that all employees and subcontractor shall have sufficient skill and experience to perform the services assigned to them. Finally, Vendor represents that it, its employees and subcontractors have all licenses, permits, qualifications and approvals of whatever nature that are legally required to perform the services and that such licenses and approvals shall be maintained throughout the term of this

Agreement. Any employee of the Vendor or its subcontractors who is determined by the City to be uncooperative, incompetent, a threat to the adequate or timely completion of the project, a threat to the safety of persons or property, or any employee who fails or refuses to perform the services in a manner acceptable to the City, shall be promptly removed from the project by the Vendor and shall not be re-employed to perform any of the services or to work on the project.

- J. Vendor Indemnification. Vendor shall indemnify, defend and hold the City, the Moreno Valley Housing Authority, and the Moreno Valley Community Services District (CSD), their officers, agents and employees harmless from any and all claims, damages, losses, causes of action and demands, including, without limitation, the payment of all consequential damages, expert witness fees, reasonable attorney's fees and other related costs and expenses, incurred in connection with or in any manner arising out of Vendor's performance of the work contemplated by this Agreement and this Agreement. Acceptance of this Agreement signifies that the Vendor is not covered under the City's general liability insurance, employee benefits, or worker's compensation. It further establishes that the Vendor shall be fully responsible for such coverage. Vendor's obligation to indemnify shall survive expiration or termination of this Agreement, and shall not be restricted to insurance proceeds, if any, received by the City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees.
- K. Additional Indemnity Obligations. Vendor shall defend, with counsel of City's choosing and at Vendor's own cost, expense and risk, any and all claims, suits, actions or other proceedings of every kind covered by Section "J" that may be brought or instituted against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees. Vendor shall pay and satisfy any judgment, award or decree that may be rendered against City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Vendor shall also reimburse City for the cost of any settlement paid by City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees as part of any such claim, suit, action or other proceeding. Such reimbursement shall include payment for City's attorney's fees and costs, including expert witness fees. Vendor shall reimburse City, the Moreno Valley Housing Authority, and the CSD, and their officers, agents and employees for any and all legal expenses and costs incurred by each of them in connection therewith or in enforcing the indemnity herein provided.
- L. CalPERS Retiree Disclosure. Vendor hereby expressly agrees to clearly and conspicuously disclose to City in writing any and all persons working for Vendor who are retirees under the California Public Employees' Retirement System (CalPERS) whom receives a monthly CalPERS retirement allowance, and whom are,

subject to City approval, assigned by Vendor to provide services to City under the Agreement, prior to such person performing any services hereunder. Nothing herein shall be deemed or interpreted to limit a CalPERS retiree's obligations under applicable law, rules or regulations.

- M. CalPERS Indemnity. To the fullest extent permitted by law, in addition to obligations set forth in this section, in the event that any person providing services under this Agreement is determined by a court of competent jurisdiction or CalPERS to be eligible for enrollment in CalPERS as an employee of the City, to the fullest extent of the law, Vendor shall indemnify, defend, and hold harmless City for any costs and expenses incurred by City, including without limitation, payment that City is required as a result to make to CalPERS, whether in the form of employee and/or employer contributions, taxes, or any similar obligations, as well as for the payment of any penalties and interest.
- N. CalPERS Participation. As set forth in this Agreement and in the Request for Qualifications, City has an obligation to treat all persons working for or under the direction of Vendor as an independent Vendor of City and agents and employees of Vendor, and not as agents or employees of City. Vendor and City acknowledge and agree that City participates in a defined benefit plan ("CalPERS"), and that it is possible that CalPERS may find that persons providing services pursuant to this Agreement are employees of City and should be registered with the CalPERS as employees of City.
- O. Civil Code Section 1542 Waiver. Vendor expressly waives any and all rights and benefits conferred upon it by the provisions of Section 1542 of the California Civil Code which reads as follows:
- "A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release and that, if known by him or her, would have materially affected his or her settlement with the debtor or released party."
- This waiver shall be effective as a bar to any and all actions, fees, damages, losses, claims, liabilities and demands of whatsoever character, nature and kind that are known or unknown, or suspected or unsuspected, including, without limitation, claims of entitlements under CalPERS that are only afforded to employees and not independent contractors. Vendor further represents and warrants that it understands this waiver and that if it does not understand this waiver, it shall seek the advice of a qualified attorney before executing this Agreement.
- P. Joint Cooperation. In the event that CalPERS initiates an inquiry that includes examination of whether individuals providing services under this Agreement to City are City's employees, Vendor shall reply within five days and share all communications and documents from CalPERS that it may legally share. In the

event that either Vendor or City files an appeal or court challenge, Vendor and City each agree to cooperate with each other in responding to the inquiry and any subsequent administrative appeal or court challenge of an adverse determination.

- Q. Insurance Requirements. Throughout the life of this Agreement, Vendors shall pay for and maintain in full force and effect all insurance as required.

If at any time during the life of this Agreement or any extension, Vendor or any of its subcontractors fail to maintain any required insurance in full force and effect, all services and work under this Agreement shall be discontinued immediately, and all payments due or that become due to Vendor shall be withheld until notice is received by City that the required insurance has been restored to full force and effect and that the premiums therefore have been paid for a period satisfactory to City. Any failure to maintain the required insurance shall be sufficient cause for City to terminate this Agreement. No action taken by City pursuant to this section shall in any way relieve Vendor of its responsibilities under this Agreement. The phrase "fail to maintain any required insurance" shall include, without limitation, notification received by City that an insurer has commenced proceedings, or has had proceedings commenced against it, indicating that the insurer is insolvent.

The fact that insurance is obtained by Vendor shall not be deemed to release or diminish the liability of Vendor, including, without limitation, liability under the indemnity provisions of this Agreement. The duty to indemnify City shall apply to all claims and liability regardless of whether any insurance policies are applicable. The policy limits do not act as a limitation upon the amount of indemnification to be provided by Vendor. Approval or purchase of any insurance contracts or policies shall in no way relieve from liability nor limit the liability of Vendor, its principals, officers, agents, employees, persons under the supervision of Vendor, suppliers, invitees, consultants, sub-consultants, subcontractors, or anyone employed directly or indirectly by any of them.

Upon request of City, Vendor shall immediately furnish City with a complete copy of any insurance policy and associated documentation required under this Agreement, including all endorsements, with said copy certified by the underwriter to be a true and correct copy of the original policy. This requirement shall survive expiration or termination of this Agreement.

Where determined applicable by the City, Vendor will comply with the following insurance requirements at its sole expense. Insurance companies shall be rated (A Minus: VII-Admitted) or better in Best's Insurance Rating Guide and shall be legally licensed and qualified to conduct business in the State of California.

Minimum Scope of Insurance: Coverage shall be at least as broad as:

1. The most current version of Insurance Services Office (ISO) Commercial General Liability Coverage Form CG 00 01 covering on an "occurrence" basis, which shall include insurance for "bodily injury," "property damage" and "personal and advertising injury" with coverage for premises and operations, products and completed operations, and contractual liability.
2. The most current version of Insurance Service Office (ISO) Business Auto Coverage Form CA 00 01, which shall include coverage for all owned, hired, and non-owned automobiles or other licensed vehicles (Code 1- Any Auto).
3. Workers' Compensation insurance as required by the State of California, California Labor Code and Employer's Liability Insurance, with Statutory Limits, and Employer's Liability Insurance with limits of no less than \$1,000,000 per accident for bodily injury or disease.
4. Professional Liability (Errors and Omissions) insurance appropriate to Vendor's profession.

Minimum Limits of Insurance:

- a. General Liability Insurance. Without limiting the generality of the forgoing, to protect against loss from liability imposed by law for damages on account of bodily injury, including death, and/or property damage suffered or alleged to be suffered by any person or persons whomever, resulting directly or indirectly from any act or activities of the Vendor, sub-contractor, or any person acting for the Vendor or under its control or direction. Such insurance shall be maintained in full force and effect throughout the terms of this Agreement and any extension thereof in the minimum amounts provided below:
 - \$1,000,000 per occurrence for bodily injury and property damage
 - \$1,000,000 per occurrence for personal and advertising injury
 - \$2,000,000 aggregate for products and completed operations
 - \$2,000,000 general aggregate
- b. Automobile Liability
 - \$1,000,000 per accident for bodily injury and property damage
- c. Employer's Liability (Worker's Compensation)
 - \$1,000,000 each accident for bodily injury
 - \$1,000,000 disease each employee
 - \$1,000,000 disease policy limit

- d. Workers' Compensation insurance policy: In such amounts as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for both the Vendor and the City, HA, and CSD against any loss, claim or damage arising from any injuries or occupational diseases happening to any worker employed by the Vendor in the course of carrying out this Agreement. Workers' Compensation insurance policy is to contain, or be endorsed to contain, the following provision: Vendor and its insurer shall waive any right of subrogation against City of Moreno Valley, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.
- e. Professional Liability (Errors and Omissions): Limits of no less than \$1,000,000 per occurrence or claim, \$2,000,000 aggregate.
- f. Endorsements. Unless otherwise specified hereunder, each insurance policy required herein shall be with insurers possessing a Best's rating of no less than A,VII and shall be endorsed with the following specific language:
 - The insurer waives all rights of subrogation against the City, its appointed officials, officers, employees or agents.

Other Insurance Provisions: The General Liability, Automobile Liability and Workers Compensation insurance policies are to contain, or be endorsed to contain, the following provisions:

- a. City of Moreno Valley, the City of Moreno Valley Community Services District, the Moreno Valley Housing Authority and each of their officers, officials, employees, agents and volunteers are to be covered as additional insureds.
- b. The coverage shall contain no special limitations on the scope of protection afforded to City, CSD, Housing Authority and each of their officers, officials, employees, agents and volunteers.

All policies of insurance required hereunder shall be endorsed to provide that the coverage shall not be cancelled, non-renewed, reduced in coverage or in limits except after 30 calendar day written notice by certified mail, return receipt requested, has been given to the City. Upon issuance by the insurer, broker, or agent of a notice of cancellation, non-renewal, or reduction in coverage or in limits, Vendor shall furnish the City with a new certificate and applicable endorsements for such policy(ies). In the event any policy is due to expire during the work to be performed for the City, Vendor shall provide a new certificate, and applicable endorsements, evidencing renewal of such policy not less than 15 calendar days prior to the expiration date of the expiring policy.

Acceptability of Insurers: All policies of insurance required hereunder shall be placed with an insurance company(ies) admitted by the California Insurance Commissioner to do business in the State of California and rated not less than "A-

VII" in Best's Insurance Rating Guide; or authorized by the City Manager or designee.

Verification of Coverage: Vendor shall furnish City with all certificates(s) and **applicable endorsements** effecting coverage required hereunder. All certificates and **applicable endorsements** are to be received and approved by the City Manager or designee prior to City's execution of this Agreement and before work commences. The following applicable endorsements will be required:

1. Additional Insured endorsement for ongoing operations, completed operations and primary & non-contributory endorsement for general liability coverage
 2. Additional Insured endorsement for auto liability coverage
 3. Waiver of Subrogation for workers compensation coverage
- R. Intellectual Property. Any system or documents developed, produced or provided under this Agreement, including any intellectual property discovered or developed by Vendor in the course of performing or otherwise as a result of its work, shall become the sole property of the City unless explicitly stated otherwise in this Agreement. The Vendor may retain copies of any and all material, including drawings, documents, and specifications, produced by the Vendor in performance of this Agreement. The City and the Vendor agree that to the extent permitted by law, until final approval by the City, all data shall be treated as confidential and will not be released to third parties without the prior written consent of both parties.
- S. Entire Agreement. This Agreement constitutes the entire agreement between the parties. There are no understandings, Agreements, or representations of warranties, expressed or implied, not specified in this Agreement. This Agreement applies only to the current proposal as attached. This Agreement may be modified or amended only by a subsequent written Agreement signed by both parties. Assignment of this Agreement is prohibited without prior written consent.
- T. Termination. The following clauses apply:
1. The City may terminate the whole or any part of this Agreement at any time without cause by giving at least ten (10) days written notice to the Vendor. The written notice shall specify the date of termination. Upon receipt of such notice, the Vendor may continue work through the date of termination, provided that no work or service(s) shall be commenced or continued after receipt of the notice which is not intended to protect the interest of the City. The City shall pay the Vendor within thirty (30) days after receiving any invoice after the date of termination for all non-objected to services performed by the Vendor in accordance herewith through the date of termination.

2. Either party may terminate this Agreement for cause. In the event the City terminates this Agreement for cause, the Vendor shall perform no further work or service(s) under the Agreement unless the notice of termination authorizes such further work.
 3. If this Agreement is terminated as provided herein, City may require Vendor to provide all finished or unfinished documents and data and other information of any kind prepared by Vendor in connection with the performance of services under this Agreement. Vendor shall be required to provide such documents and other information within fifteen (15) days of the request.
 4. In the event this Agreement is terminated in whole or in part as provided herein, City may procure, upon such terms and in such manner as it may determine appropriate, similar to those terminated.
- U. Payment. Payments to the Vendor pursuant to this Agreement will be reported to Federal and State taxing authorities as required. The City will not withhold any sums from compensation payable to Vendor. Vendor is independently responsible for the payment of all applicable taxes. Where the payment terms provide for compensation on a time and materials basis, the Vendor shall maintain adequate records to permit inspection and audit of the Vendor's time and materials charges under the Agreement. Such records shall be retained by the Vendor for three (3) years following completion of the services under the Agreement.
- V. Restrictions on City Employees. The Vendor shall not employ any City employee or official in the work performed pursuant to this Agreement. No officer or employee of the City shall have any financial interest in this Agreement in violation of federal, state, or local law.
- W. Choice of Law and Venue. The laws of the State of California shall govern the rights, obligations, duties, and liabilities of the parties to this Agreement, and shall govern the interpretation of this Agreement. Any legal proceeding arising from this Agreement shall be brought in the appropriate court located in Riverside County, State of California.
- X. Delivery of Notices. All notices permitted or required under this Agreement shall be given to the respective parties at the following address, or at such other address as the respective parties may provide in writing for this purpose:

Vendor:

West Coast Arborists, Inc.
2200 E. Via Burton
Anaheim, CA 92806
Attn: Patrick Mahoney, President

City:

City of Moreno Valley
14177 Frederick Street
P.O. Box 88005
Moreno Valley, CA 92552
Attn: Special Districts Division

Such notice shall be deemed made when personally delivered or when mailed, forty-eight (48) hours after deposit in the U.S. Mail, first class postage prepaid and addressed to the party at its applicable address. Actual notice shall be deemed adequate notice on the date actual notice occurred, regardless of the method of service.

- Y. Time of Essence. Time is of the essence for each and every provision of this Agreement.
- Z. City's Right to Employ Other Vendors. City reserves right to employ other Vendors in connection with this project.
- AA. Amendment; Modification. No supplement, modification, or amendment of this Agreement shall be binding unless executed in writing and signed by both parties.
- BB. Waiver. No waiver of any default shall constitute a waiver of any other default or breach, whether of the same or other covenant or condition. No waiver, such attempted assignment, hypothecation or transfer.
- CC. Supplementary General Conditions (for projects that are funded by Federal programs). The following provisions, pursuant to 44 Code of Federal Regulations, Part 13, Subpart C, Section 13.36, as it may be amended from time to time, are included in the Agreement and are required to be included in all subcontracts entered into by Vendor for work pursuant to the Agreement, unless otherwise expressly provided herein. These provisions supersede any conflicting provisions in the General Conditions and shall take precedence over the General Conditions for purposes of interpretation of the General Conditions. These provisions do not otherwise modify or replace General Conditions not in direct conflict with these provisions. Definitions used in these provisions are as contained in the General Conditions.
 - 1. Vendor shall be subject to the administrative, contractual, and legal remedies provided in the General Conditions in the event Vendor violates or breaches terms of the Agreement.
 - 2. City may terminate the Agreement for cause or for convenience, and Vendor may terminate the Agreement, as provided the General Conditions.

3. Vendor shall comply with Executive Order 11246 of September 24, 1965, entitled Equal Employment Opportunity, as amended by Executive Order 11375 of October 13, 1967, and as supplemented in Department of Labor regulations (41 CFR chapter 60). (All construction contracts awarded in excess of \$10,000 by City and/or subcontracts in excess of \$10,000 entered into by Vendor.)
4. Vendor shall comply with the Copeland Anti-Kickback Act (18 U.S.C. 874) as supplemented in Department of Labor regulations (29 CFR Part 3) (All contracts and subcontracts for construction or repair.)
5. Vendor shall comply with the Davis-Bacon Act (40 U.S.C. 276a to 276a7) as supplemented by Department of Labor regulations (29 CFR Part 5).
6. Vendor shall comply with Sections 103 and 107 of the Contract Work Hours and Safety Standards Act (40 U.S.C. 327330) as supplemented by Department of Labor regulations (29 CFR Part 5).
7. Vendor shall observe City requirements and regulations pertaining to reporting included in the General Conditions.
8. Patent rights with respect to any discovery or invention which arises or is developed in the course of or under the Agreement shall be retained by the City.
9. Copyrights and rights in data developed in the course of or under the Agreement shall be the property of the City. FEMA/CalOES reserve a royalty-free, nonexclusive, irrevocable license to reproduce, publish or otherwise use or authorize to others to use for federal purposes a copyright in any work developed under the Agreement and/or subcontracts for work pursuant to the Agreement.
10. Vendor shall provide access by the City, the Federal grantor agency, the Comptroller General of the United States, or any of their duly authorized representatives to any books, documents, papers, and records of the Vendor which are directly pertinent to that specific contract for the purpose of making audit, examination, excerpts, and transcriptions.
11. Vendor shall retain all required records for three years after City makes final payments and all other pending matters relating to the Agreement are closed.
12. Vendor shall comply with all applicable standards, orders, or requirements issued under section 306 of the Clean Air Act (42 U.S.C. 1857(h)), section 508 of the Clean Water Act (33 U.S.C. 1368), Executive Order 11738, and Environmental Protection Agency regulations (40 CFR part 15). (This

provision applies to contracts exceeding \$100,000 and to subcontracts entered into pursuant to such contracts.)

13. Vendor shall comply with mandatory standards and policies relating to energy efficiency which are contained in the State energy conservation plan issued in compliance with the Energy Policy and Conservation Act (Pub. L. 94163, 89 Stat. 871).

DD. Authority To Execute. The representative executing this Agreement on behalf of each party hereby represents and warrants that he or she has full power and authority to execute this Agreement on behalf of such party and that all approvals and other actions necessary in connection with the effective execution by him or her have been obtained and are in full force and effect as of his or her execution hereof.

SIGNATURE PAGE TO FOLLOW

IN WITNESS HEREOF, the parties have each caused their authorized representative to execute this Agreement.

City of Moreno Valley and Moreno Valley
Community Services District

West Coast Arborists, Inc.

By: _____
Title: Brian Mohan, City Manager

By: _____
Title: (President or Vice President)

By: _____
Title: Brian Mohan, City Manager, Acting in the
capacity of District Manager to the
Moreno Valley Community Services
District

Date: _____

Date: _____

By: _____
Title: Corporate Secretary or Assistant
Secretary

INTERNAL USE ONLY

ATTEST:

City Clerk
(only needed if Mayor signs)

APPROVED AS TO LEGAL FORM:

City Attorney

Date

RECOMMENDED FOR APPROVAL:

Department Head
(if contract exceeds 15,000)

Date

EXHIBIT A – SCOPE OF WORK

TREE TRIMMING AND REMOVAL

1. GENERAL PROVISIONS

- A. The work to be performed under this Contract shall include the furnishing of all labor, material, and equipment necessary for the provision of tree trimming and removal services within various City locations and may include work within the City's landscape maintenance districts, within the right-of-way, at its parks and trails, and at City maintained facilities.
- B. The City is responsible for approximately 29,000 trees and trims approximately 3,000 trees per year. The City does not expressly or by implication, agree that the actual amount of work will correspond therewith, and reserves the right to increase or decrease the amount of any portion of the work, or to omit portions of the work, or delete any items or work, as may be deemed necessary or advisable by the Director.
- C. The Contractor shall have the duty to perform tree trimming and/or tree removal services. All work shall be performed in accordance with usual and customary horticultural practices to achieve and maintain healthy, viable trees. The Director of Public Works of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director" will periodically inspect all the operations and approve or reject the work performed, and methods or materials used, and make changes in work scheduling.
- D. The Contractor shall be responsible for carefully reviewing the site(s), and verifying the trees noted for each location of proposed work is included in the Proposal. The Contractor shall not be relieved of his/her liability under this Contract, nor the District or City be held liable for any loss sustained by the Contractor as a result of any variance between conditions as referred to in this Scope of Work, and the actual conditions revealed during the examination of the locations of the proposed work.
- E. All equipment used in the performance of work under this agreement shall be compliant with the current regulations of the California Air Resources Board.
- F. Failure to adhere or comply with any provision included herein may result in the assessment of non-performance penalties per Exhibit C.

2. TREE CARE

- A. All trees will be maintained in a manner that will promote normal, healthy growth.
- B. The Contractor or any subcontractors working under Contractor's direction and control must observe all restrictions on the unauthorized take of migratory

birds, as set forth in the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA), including but not limited to Sections 703-713 and the California Department of Fish and Wildlife Code Sections 3503, 3503.5, and 3513.

- C. Whenever site conditions permit, trees are allowed to grow to assume their full, natural shape, with the minimum trimming/pruning necessary to assure public safety and tree survival. All tree trimming/pruning shall be done in conformance with ANSI 300, safety requirements will be per ANSI Z133 standards, and the most current version of the City's Tree Management Administrative Procedure AP# 2.22.
- D. Trees shall be pruned as identified and requested in order to:
 - 1. Remove dead, diseased, or damaged branches:
 - 2. Remove unwanted encroachments into the public and/or utility rights-of-way;
 - 3. Correct any condition, which the Director has deemed to be hazardous.
- E. Trees up to eighteen feet (18') in height shall:
 - 1. Be pruned to enable successful adaptation to their particular site situation;
 - 2. Have no more than one-third (1/3) of living branches removed annually;
 - 3. Be fertilized only as directed by City field staff.
- F. Trees over eighteen feet (18') in height shall:
 - 1. Be pruned and/or trimmed as necessary to maintain proper site orientation;
 - 2. Be pruned and/or trimmed as necessary to remove unwanted encroachments into public, and/or utility rights-of-way;
 - 3. Be pruned and/or trimmed as necessary to correct any condition which the Director has deemed to be hazardous.
- G. Trimming/pruning tools shall:
 - 1. Be kept properly sharpened and in proper working order.
 - 2. Be sterilized with five percent (5%) chlorine bleach and water solution before commencing work and between any cuts on any tree known to be diseased.
- H. The following practices are not allowed:
 - 1. Internodal cuts of any kind (a.k.a. "stubbing", "shearing", "tipping" or "topping").
 - 2. Cuts made flush with the trunk or branch. The integrity of the branch collars must be maintained at all times.

- 3. Use of pruning paint/pruning compound/wound dressing.
- 4. Use of climbing spurs or gaffs.
- I. Trees shall be staked/guyed in a manner, and with materials that are acceptable to the Director. Double staking with two (2) lodge pole-type stakes is the minimum City standard.
- J. Tree stakes, tree ties, and guy wires shall be inspected regularly to ensure against girdling and abrasion, and removed as soon as possible after tree establishment, and site conditions allow.

3. DEBRIS/LITTER

- A. After pruning, trimming, or other work as required under this Contract, the Contractor must immediately remove all debris generated as a result of the operations to prune, trim or provide other work as required under this Contract and in the performance of the Contractor's work from the site and dispose of such debris in a legal manner.
- B. All hardscape areas, including but not limited to sidewalks, curbs, and gutters shall be maintained in a hazard-free condition.
- C. From time to time the Director may require Contractor to perform Special Clean-Ups on a site-specific basis. Said Special Clean-Ups shall be considered Additional Work per Exhibit C.
- D. The Contractor must dispose of all debris and litter off-site, unless directed otherwise, and in a legal manner.
- E. The Contractor shall notify the Director immediately whenever suspicious and/or hazardous waste materials are discovered within service area sites. Such materials may include but are not limited to: discarded motor oil, or other petroleum-based liquids; paint; chemical compounds, including but not limited to pesticides, both liquid and dry; any unknown liquid or dry material in an unmarked container; household appliances; household electronic devices, including but not limited to, televisions, computers and computer monitors; firearms or ammunition. Any such articles shall not be touched, handled, or in any way disturbed or moved from the location where they were discovered. Contractor's staff shall secure the area against entry by any third party until City staff arrives at the site.

4. CHANNEL AND HABITAT MAINTENANCE

- A. The Contractor or any subcontractors working under Contractor's direction and control must observe all restrictions on the unauthorized take of migratory birds, as set forth in the U.S. Fish and Wildlife Service Migratory Bird Treaty Act (MBTA), including but not limited to Sections 703713 and the California Department of Fish and Game Code sections 3503, 3503.5, and 3513.

B. Vegetation Thinning

1. When vegetation and removal is deemed necessary by the City, and regulatory permits are in place to provide for adequate flood protection, the City shall determine if the work shall be accomplished by hand crews, mechanical equipment, or a combination of available resources. In reaching this determination, careful consideration shall be given to the mutual goal of minimizing negative impacts throughout the mitigation site and continuing to allow the drainage to function as a flood control channel designed to support 100 -year flood flows.
2. For maintenance of channel the Contractor may use: a. Four-wheel-drive all-terrain vehicle (ATV) type maintenance vehicles to haul personnel, equipment, trimmings, and debris. b. A 30-40 horsepower utility tractor c. A skip-loader and/or backhoe as required.

5. PASEO MAINTENANCE

Paseo areas are subject to periodic erosion and may require off-road vehicles and machinery for access. Contractor shall be liable for the cost of repairing all erosion damage caused by Contractor's negligence to the originally intended condition and soil.

6. WATER QUALITY BASIN MAINTENANCE

Machinery/equipment selected to perform cleanout operations shall be operated in a manner that does not alter or damage basin surfaces. Any damage to, or alteration of, basin surfaces resulting from Contractor's (or sub-contractor's) operations shall be repaired immediately at Contractor's sole expense.

7. SCHEDULING OF WORK

- A. The Contractor will adhere to the facilities, equipment and work schedules submitted as a part of the Contractor's proposal and incorporated herein by this reference. These schedules, and any approved revisions thereto, shall be used by the City as a basis for determining Contractor's satisfactory performance.
- B. Revisions to facilities, equipment, and work schedules will not be implemented without the prior written approval of the Director. The Contractor will submit proposed revisions to equipment and work schedules in writing to the City at the address as set forth herein at least ten (10) working days prior to commencing work per the proposed revisions.
- C. Failure to submit proposed revisions to equipment, staffing, or work schedules by the time limits established hereinabove may result in the

Contractor becoming liable to the City for non-performance penalties per Exhibit C.

- D. The above provisions shall not be construed to eliminate the Contractor's responsibility for complying with the requirement to notify the Director for additional maintenance as set forth herein.
- E. When inclement weather renders performance per approved schedule unsafe, impractical, or liable to damage the trees, the Contractor is required to submit an adjusted work schedule to the Director for approval, which will allow the Contractor to complete the areas affected and resume work in all areas in accordance with the approved schedule. Failure to advise the City may be cause for assessment of non-performance penalties.
- F. For the purposes of this Contract, "Working Days" shall be Mondays through Fridays, excluding holidays as provided herein. The hours of on-site maintenance service shall be from 7:00 a.m. to 4:00 p.m. Work may not be performed outside of the days and hours set forth hereinabove, as well as on legal City holidays, without the prior written approval of the Director.
- G. The following days have been designated as City holidays:

New Year's Day	January 1
Martin Luther King Jr. Day	3rd Monday in January
President's Day	3rd Monday in February
Cesar Chavez Day	March 31
Memorial Day	Last Monday in May
Juneteenth	June 19
Independence Day	July 4
Labor Day	1st Monday in September
Veteran's Day	November 11
Thanksgiving Day	4th Thursday in November
Day after Thanksgiving	4th Friday in November
Christmas Eve	December 24
Christmas Day	December 25

If a holiday falls upon a Sunday, the following Monday shall be the day the holiday is observed. If a holiday falls upon a Saturday, the preceding Friday shall be the day the holiday is observed. If a scheduled maintenance service day falls on a designated holiday, the Contractor shall submit a proposed make-up day for the Director's approval.

8. FUNCTIONS AND RESPONSIBILITIES

- A. For award of the agreement to a Contractor who has not performed tree trimming or removal services for the site(s) as identified within this agreement for the prior year's contracting term, the Director and Contractor shall conduct

an inspection of all sites covered under this agreement as soon as practicable after its execution, and prior to commencement of Contractor's operations. Following said inspection, the Contractor shall submit to the Director a written affidavit certifying the actual condition of the site(s) relative to the City Specifications, including but not limited to the nature and extent of any deficiencies noted by the Contractor, and acknowledged by the Director. The Contractor is hereby advised that this affidavit shall serve as the benchmark for the Director's evaluation of Contractor's performance under this agreement.

- B. For the duration of this contract, the Contractor must maintain a monthly record of all work performed. Said record shall be in a form and content acceptable to the Director and must be submitted to the Director by the tenth day of each month, one (1) month in arrears. The monthly payment for the work so reported will not be authorized until such report is received and approved by the Director. This report may be included as part of the Contractor's monthly invoicing.
- C. The Director may require the Contractor to attend meetings with the City field staff at some fixed interval to review the Contractor's operations and schedule future work.
- D. The Contractor will maintain an office at some fixed place and be listed in the telephone directory in Contractor's own name or in the Contractor's company name.
- E. Contractor shall at all times employ some responsible person(s) to receive phone calls and take the necessary action regarding all inquiries, complaints, and/or emergency calls received from the Director or other authorized individuals or agencies as listed below. This person(s) shall be reachable twenty-four (24) hours per day, seven (7) days a week. Contractor will notify the Director at specialdistricts@moval.org within three (3) calendar days of any change of the name or contact information of the responsible person(s).
- F. During normal working hours, the Contractor's Supervisor or employee designated as being responsible for providing maintenance services to the City shall be directly available for immediate notification through some type of reliable electronic means, including but not limited to mobile or cellular phone.
- G. The Contractor or Contractor's designated employee shall confirm said notification within one (1) hour of receipt. An answering service is an acceptable substitute for coverage only during periods outside of normal working hours, provided Contractor is advised of emergency calls within one (1) hour of receipt of the call by the answering service and within twenty-four (24) hours after receipt of non-emergency calls by the answering service. The above provision for Contractor's communication with the City is the minimum acceptable standard under this agreement.

- H. The Contractor shall respond to emergency calls from any of the parties listed herein this section no later than two (2) hours following the first notification by telephone, written email, written mailed correspondence or facsimile transmission. In situations involving emergency repair work after normal working hours, the Contractor shall dispatch qualified personnel and equipment to reach the site within two (2) hours of first notification. An emergency may be called by the following individuals or agencies at any time:

City Manager/Assistant City Manager	Police or Fire Department
Parks & Community Services Director	Parks & Landscape Services Division Manager
Public Works Director	Public Works Division Manager
Special Districts Division Manager	Purchasing & Sustainability Division Manager
Landscape Services Inspector(s)	Stand-By Staff
Facilities Maintenance staff	Fleet & Facilities Maintenance Division Manager
Street Maintenance Supervisor	Maintenance & Operations Division Manager

- I. Contractor's emergency response and any necessary corrective work is considered Additional Work, as defined in Exhibit C, unless said emergency is determined to have been caused by an act or omission attributable to the Contractor.

9. COMPLAINTS

- A. All complaints will be responded to as soon as possible after notification, but in all cases within twenty-four (24) hours, to the satisfaction of the Director. If any complaint is not satisfactorily responded to within twenty-four (24) hours, the Director shall be notified immediately of the reason for not remedying the complaint followed by a written report to the Director within five (5) working days. If the complaints are not remedied within the time specified, and to the satisfaction of the Director, the Director may correct the specific complaint by using an alternative source. The total cost incurred by the District to effect necessary remedies will be deducted from the payments owed to the Contractor from the City, per Exhibit C.
- B. The Contractor shall maintain a written report of all complaints, the date and time thereof, and the action taken pursuant thereto, or the reason for non-action. Said report shall be submitted to the Director monthly, if any.
- C. In addition to the provisions included herein, in the event of a failure by the Contractor to satisfactorily remedy a complaint in a timely manner or for any other breach of this agreement by Contractor, the City may immediately upon written notice to the Contractor terminate this agreement.

10.CONTRACTOR'S STAFF

- A. The Contractor shall provide sufficient personnel to perform all work in accordance with the Specifications set forth herein. All of the Contractor's

maintenance personnel shall be supervised at the work site(s) by a qualified Supervisor in the employ of the Contractor. Work Site Supervisors must be able to demonstrate to the satisfaction of the Director that they possess adequate technical background, and communication skills to perform the intended services. Adequate and competent supervision shall be provided for all work done by the Contractor's employees to ensure accomplishment of high-quality work, which will be acceptable to the Director. Any order or communication given to the Work Site Supervisor shall be deemed to have been delivered to the Contractor.

- B. The Contractor and his employees and subcontractors, if any, shall conduct themselves in a proper, professional, and efficient manner at all times, and shall cause the least possible inconvenience to the public.
- C. The Director may require the Contractor to remove from the work site any employee(s) deemed careless, incompetent, or otherwise objectionable, whose continued employment on the job is considered to be contrary to the best interests of the City.
- D. The Contractor shall require each employee performing work under the agreement to adhere to basic public works standards of working attire, including but not limited to wearing of proper clothing, proper shoes, and other gear required by applicable Safety Regulations and/or fertilizer/pesticide label requirements.
- E. Shirts shall be worn at all times and shall be buttoned. Approved safety vests must be worn by Contractor's when working on parkway medians, monuments, parkways, and other high traffic-hazard areas as determined by the Director.
- F. The Contractor shall establish an identification system for Contractor's personnel which clearly indicates the name of the Contractor to the public. The identification system shall be furnished at the Contractor's expense and may include appropriate attire, and/or name badges as specified by the Director.

11.EMPLOYMENT OF APPRENTICES

The provisions of Sections 1777.5, 1777.6, and 1777.7 of the California Labor Code regarding the employment of properly registered apprentices may apply to this agreement if the Contractor, or any subcontractors thereunder, employs workers in any apprenticeable craft or trade. It is the Contractor's sole responsibility to comply with the Labor Code sections cited above. Information relative to apprenticeship standards, wage schedules, and other requirements may be obtained from the California Department of Industrial Relations.

12.SAFETY

- A. The Contractor agrees to perform all work as outlined in the provisions listed herein in such a manner as to meet all accepted standards for safe practices and to safely maintain equipment, machines, and materials, and prescribe and employ all precautions and safety procedures related to other hazards consequential to the work; and accepts additionally the sole responsibility for complying with all local, State, Federal and other legal requirements including but not limited to, full compliance with the terms of any and all applicable OSHA and Cal/OSHA Safety Orders at all times so as to protect all persons, including Contractor's employees and subcontractors, agents of the City, materialmen, vendors, members of the public and others from foreseeable injury, or damage to their property.
- B. The Contractor's operations shall be conducted in such a manner as to cause the least possible obstruction, and inconvenience to public traffic. The Contractor shall furnish, erect and maintain such fences, barriers, lights and warning signs as may be deemed necessary by the Director, or any duly constituted public safety official.
- C. Contractor's work area traffic control, including but not limited to type and placement of signs, barricades, and delineators, shall be in accordance with the "Manual of Uniform Traffic Control Devices, 2012 (or most current revised version) California Supplement" Part 6 Temporary Traffic Control.
- D. Contractor's work should not encroach into open lanes of traffic between the hours of 7:00 a.m. and 8:30 a.m., or between the hours of 3:30 p.m. and 6:00 p.m.
- E. The Contractor shall maintain all work sites free of hazards to persons or property resulting from Contractor's operations. The Contractor shall inspect for all potential hazards at said areas under maintenance, and keep a record indicating date inspected, and action taken. Said record shall be submitted to the Director monthly. Any hazardous condition noted by the Contractor, which is not a result of Contractor's operations, shall be immediately reported to the Director.
- F. The Contractor shall cooperate fully with the City in the investigation of any accidental injury or death occurring on the site, including a complete written report thereof to the Director within five (5) working days following the occurrence.
- G. In addition to payment deduction or assessment of non-performance penalties, repeated failure to comply with the provisions of this section may result in termination of the agreement, per the terms of the Independent Contractor Agreement.

13.NATIONAL POLLUTANT DISCHARGE ELIMINATION SYSTEM (NPDES) PERMIT - REQUIRED URBAN RUNOFF MANAGEMENT TRAINING

The Contractor shall provide National Pollutant Discharge Elimination System (NPDES) Permit training for Urban Runoff Management to Contractor's employees and subcontractors if any. Failure to provide Urban Runoff Management training is a violation of Order No. R8-2002-0011, NPDES No. CAS 618033 (Municipal Separate Storm Sewer System NPDES Permit), Section XI.I, for each day of which such failure occurs, and shall in addition, be a breach of the Contract with the City of Moreno Valley (City). Contractor understands and agrees that NPDES Permit violations are grounds for enforcement action by the Environmental Protection Agency, the State/Regional Water Resources Control Board, and the City and may result in permit termination (stop work order), civil and criminal fines, and termination of Contract. By submitting a proposal, the Contractor certifies to the City that Contractor's employees and subcontractors, if any, have been trained for Urban Runoff Management, and sufficient sums are included in the proposal's amount to cover costs of such said training.

14.LICENSES AND PERMITS

The Contractor shall, without additional expense to the City, possess all federal, state, and local licenses and permits, including but not limited to a valid City Business License required for the performance of the work under this agreement.

15.DEPARTMENT OF INDUSTRIAL RELATIONS

- A. California law provides that "A contractor or subcontractor shall not be qualified to bid on, be listed in a bid proposal, subject to the requirements of Section 4104 of the Public Contract Code or engage in the performance of any contract for public work, as defined in this chapter, unless currently registered and qualified to perform work pursuant to Labor Code Section 1725.5.

Please refer to "Contractor Registration" from <http://www.dir.ca.gov/Public-Works/PublicWorks.html> to register and obtain more information.

- B. Contractor and all tiers of its subcontractors must be registered and maintain a current registration during the term of this agreement.
- C. Pursuant to the above law, no contractor or subcontractor may be listed on a bid proposal for a public works project unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5 [with limited exceptions from this requirement for bid purposes only under Labor Code Section 1771.1(a)]. Additionally, no contractor or subcontractor may be awarded a contract for public work on a public works project (awarded on or after April 1, 2015) unless registered with the Department of Industrial Relations pursuant to Labor Code Section 1725.5.

- D. This project is also subject to compliance monitoring and enforcement by the Department of Industrial Relations. The City of Moreno Valley will not accept a proposal nor will it contract or subcontract without proof of the contractor or subcontractor's current registration to perform public works pursuant to Section 1725.5.
- E. Contractor acknowledges and agrees to fully comply with the provisions of Section 1771, 1774 - 1776, 1777.5, 1813, 1815 and 1860 of the Labor Code.

16.PAYROLL RECORDS

- A. The Contractor, and any subcontractor thereunder, shall keep complete and accurate payroll records for each workman employed by Contractor/subcontractor in connection with this agreement, as required by California Labor Code Section 1776.
- B. The Contractor, and any subcontractor thereunder, shall make available to the City upon its request certified payroll records for each workman employed in connection with this agreement as required by California Labor Code Section 1776.
- C. The City may withhold from Contractor's progress payments the penal sum of twenty-five dollars (\$25.00) per calendar day (or portion thereof) for each worker employed in connection with this agreement should Contractor, or any subcontractors thereunder, fail to strictly comply with California Labor Code 1776 after receiving written notice of non-compliance.

17.PREVAILING WAGE AND WORKERS' COMPENSATION

- A. Pursuant to provision of Section 1773 of the Labor Code of the State of California, the City of Moreno Valley has obtained the general prevailing rate of per diem wages applicable for the work to be done, including but not limited to: straight time, overtime and holiday work; travel and subsistence payments; employee payments of health and welfare, vacation, pension, and similar purposes. Said rate and scale are on file with the Public Works Department of the City of Moreno Valley, and copies will be made available to any interested party on request. These rates shall be the minimum wage rates for this project. Throughout the term of this agreement, the Contractor will be required to post a copy of said rate, and scale as required by the Labor Code.
- B. Pursuant to provisions of Section 1775 of the Labor Code, the Contractor shall forfeit as penalty to the City of Moreno Valley, not more than fifty dollars (\$50.00) for each laborer, workman, or mechanic employed for each calendar day or portion thereof, if such laborer, workman, or mechanic is paid less than the general prevailing rate of wages hereinabove stipulated for any work done under the attached agreement, by the Contractor or by any subcontractor under Contractor's direction and control, in violation of the provisions of said Labor Code. The penalty amount will vary as described on Section 1775.

- C. In accordance with the provisions of Section 3700 of the Labor Code, every contractor will be required to secure the payment of compensation to his employees.

18.BONDS

Pursuant to Section 9550 of the Civil Code, the direct contractor awarded the contract, prior to the commencement of work, agrees to provide a payment bond to and approved by the City.

The City requires two (2) good and sufficient surety bonds that will be maintained in full force and effect for the duration of this agreement:

- a "Faithful Performance Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall guarantee the faithful performance of all work, and;
- a "Materials and Labor Bond" in the amount of one hundred percent (100%) of the annual purchase order amount, which shall secure the payment of the claims of labor, mechanics or materialmen for all work performed hereunder.

The Contractor shall furnish a satisfactory Faithful Performance Bond meeting all statutory requirements of the State of California on the form provided by the City. The bond may be amended from time to time, including, but not limited to, liability for delays and damages (both direct and consequential) to the City and the City's Separate Contractors and consultants, warranties, guarantees, and indemnity obligations in an amount that shall remain equal to one hundred percent (100%) of the annual purchase order amount.

The Contractor shall furnish a separate satisfactory Labor and Materials Payment Bond meeting all statutory requirements of the State of California in an amount that shall remain equal to one hundred percent (100%) of the annual purchase order amount to secure payment of all claims, demands, stop payment notices, or charges of the State of California, of material suppliers, mechanics, or laborers employed by the Contractor or by any Subcontractor, or any person, firm, or entity eligible to file a stop payment notice with respect to the Work.

The Agreement shall be signed by the successful Bidder and returned together with the required bonds and insurance certificate(s), within ten (10) Working Days after the date the Agreement is awarded by the City.

All bonds shall be executed by a California-admitted surety insurer. Bonds issued by a California-admitted surety insurer listed on the latest version of the U.S Department of Treasury Circular 570 shall be deemed accepted unless specifically rejected by the City. Bonds issued by sureties not listed in Treasury Circular 570 must be accompanied by all documents enumerated in

California Code of Civil Procedure Section 995.660(a). The bonds shall bear the same date as the annual purchase order amount. The attorney-in-fact who executes the required bonds on behalf of the surety shall affix thereto a certified and current copy of the power of attorney. In the event of changes that increase the Contract Price, the amount of each bond shall be deemed to increase and at all times remain equal to the Contract Price. The signatures shall be acknowledged by a notary public. Every bond must display the surety's bond number and incorporate the Contract for construction of the Work by reference. The terms of the bonds shall provide that the surety agrees that no change, extension of time, alteration, or modification of the Contract Documents or the Work to be performed thereunder shall in any way affect its obligations and shall waive notice of any such change, extension of time, alteration, or modification of the Contract Documents. The surety further agrees that it is obligated under the bonds to any successor, grantee, or assignee of the City.

Upon the request of any person or entity appearing to be a potential beneficiary of bonds covering payment of obligations arising under the Contract, the Contractor shall promptly furnish a copy of the bonds or shall authorize a copy to be furnished.

Should any bond become insufficient, or should any of the sureties, in the opinion of the City, become non-responsible or unacceptable, the Contractor shall, within ten (10) Calendar Days after receiving notice from the City, provide written documentation to the Satisfaction of the City that Contractor has secured new or additional sureties for the bonds; otherwise, the Contractor shall be in default of the Contract. No further payments shall be deemed due or will be made under Contract until a new surety(ies) qualifies and is accepted by the City.

19.SUBSTITUTION OF SECURITIES

- A. Pursuant to California Public Contract Code Section 22300, the Contractor will be permitted the substitution of securities for any monies withheld by the City of Moreno Valley to ensure performance under the agreement. At the request and expense of the Contractor, securities equivalent to the amount withheld shall be deposited with the City of Moreno Valley, or with a state or federally chartered bank as the escrow agent, who shall pay such monies to the Contractor.
- B. Securities eligible for substitution under this section shall include those listed in Section 16430 of the Government Code.
- C. The Contractor shall be the beneficial owner of any securities substituted for monies withheld, and shall receive any dividends or interest thereon, set forth in Section 22300 of the Public Contract Code.
- D. The Contractor shall give the City written notice within thirty (30) days after

the agreement is awarded that it desires to substitute securities for money that would ordinarily be withheld. If the substituted securities are deposited into an escrow, the escrow shall be governed by a written escrow agreement in a form which is substantially similar to the agreement set forth in Section 22300 of the Public Contract Code.

20. CONTRACTOR'S LIABILITY

The Contractor shall be responsible for all damages to people and/or property that occur as a result of the fault or negligence attributable to the Contractor in connection with the performance under this agreement. Any and all restitution or repairs deemed necessary by the Director to remedy such damages shall be furnished and performed at the Contractor's sole expense and shall be completed within the time limits established by the Director.

21.CONTRACTORS LICENSE

Contractors are required by law to be licensed and regulated by the Contractors' State License Board. Contractor will comply with all applicable licensing laws, and regulations. Any questions concerning a Contractor may be referred to the Registrar, Contractors' State License Board, 9821 Business Park Drive, Sacramento, CA 95827. Mailing address: P.O. Box 26000, Sacramento, CA 95826.

22.CLAIM RESOLUTION PROCEDURES

Section 9204 of the Public Contract Code sets forth the following requirements for claims submitted by a contractor on a public works project:

- A. A contractor must furnish "reasonable documentation to support the claim."
- B. Upon receipt of a claim, a public entity must "conduct a reasonable review" and provide a written statement to the contractor within 45 days of receipt of the claim.
- C. For any undisputed portion of a claim, a public entity must make payment within 60 days of the public entity's issuance of the written statement.
- D. If the contractor disputes the public entity's written statement, or if the public entity fails to respond, the contractor may demand "an informal conference to meet and confer for settlement of the issues in dispute."
- E. The public entity must schedule the meet and confer conference within 30 days of the demand.
- F. Within 10 business days following the meet and confer conference, the public entity must provide a written statement identifying the portion of the claim that remains in dispute. Any payment due on an undisputed portion of the claim must be made within 60 days of the meet and confer conference.

- G. After the meet and confer conference, any disputed portion of the claim "shall be submitted to non-binding mediation."
- H. If mediation is unsuccessful, the parts of the claim that remain in dispute shall be subject to applicable procedures outside Section 9204 (statutory and contractual).
- I. Failure of a public entity to respond to a claim within the time periods described in Section 9204 "shall result in the claim being deemed rejected in its entirety."
- J. Amounts not paid in a timely manner shall bear interest at 7 percent per year.

23.REPORTING

A. Greenwaste Recycling

1. The Public Resources Code (PRC), Division 30, Sections 41000 through 41780 requires that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.
2. For the purposes of this agreement, materials defined as "greenwaste" shall include all plant parts (i.e. trimmings, prunings, grass clippings, etc.) removed from agreement sites by the Contractor, or any subcontractors thereunder, in the performance of agreement's Scope of Work.
3. Contractor, or any subcontractor thereunder, shall deposit all greenwaste generated while performing the agreement's Scope of Work at a landscape material recycling center, or reuse said greenwaste in a lawful manner. Contractor, or any subcontractor thereunder, shall be solely responsible for all costs incurred in complying with this requirement.
4. The Contractor shall submit a Monthly Greenwaste Report as set forth herein. The Contractor shall provide responses to all information requested therein and shall include, on a separate Monthly Greenwaste Report form, any greenwaste generated through the operations of any subcontractors performing work under Contractor's Scope of Work.
5. Monthly Greenwaste reports shall be submitted to the Director at specialdistricts@moval.org by the tenth day of each month, one (1) month in arrears.

B. GPS Data Collection

Data collection on new tree installation and those trees trimmed or removed is required. Data shall be emailed to SDLandscape@moval.org at the conclusion of the fiscal years trimming and removal activities (typically early spring).

Information will include, but may not be limited to:

1. Species of tree removed/trimmed
2. Year and type of service
3. Height and diameter of tree
4. Location of tree (XY Coordinate)
5. Other details that may be required at the direction of the Director
6. Deliverables shall include but may not be limited to: ArcGIS GeoDatabase or Shapefile.

Coordinate System preferred in NAD 1983 State Plane California VI FIPF 0406 Feet (WKID: 2230) or WGS 1984 Web Mercator Auxiliary (WKID: 3857).

- C. Contractor shall refer to references included herein and ensure additional reports, if necessary, are submitted to the Director, as appropriate and consistent with this agreement, and other agencies, as required by law, to ensure compliance with all federal, state, and local laws.

DRAFT

Monthly Greenwaste Report Form

City of Moreno Valley, Special Districts Division
specialdistricts@moval.org – Due: 10th day of each month, 1 month in arrears

Month _____ Year _____

1. Source of greenwaste

Location _____

2. Amount of greenwaste generated from above source (by weight) _____ Lbs.
or
tons

3. Name, address, and phone number of recycle Contractor accepting greenwaste

Contractor Name _____

Address _____

Phone Number _____

4. Amount of greenwaste-source products (mulch, compost, top dressing, and soil amendments, etc.) furnished to Project (by weight) _____ Lbs.
or
tons

5. Name, address, and phone number of recycle Contractor supplying greenwaste-source products to Project (if different from above)

Contractor Name _____

Address _____

Phone Number _____

6. Number of times turf mowed this month _____

7. Number of times turf mowed without clippings caught _____

Contractor Name: _____

Address: _____

Phone Number: _____

EXHIBIT B - CITY RESPONSIBILITIES

TREE TRIMMING AND REMOVAL SERVICES

1. AGREEMENT SUPERVISION

The Agreement shall be administered on behalf of the Chief Financial Officer/City Treasurer and/or the Parks & Community Services Director of the City of Moreno Valley, or his/her delegated representative(s), hereinafter designated as "Director."

The Director will decide all questions, which may arise as to the manner of performance and completion per schedule, acceptable fulfillment of the Contract by the Contractor, interpretation of the Specifications, and compensation to include completion of work by alternate sources.

2. IRRIGATION CONTROLLER SYSTEMS

The City shall manage the operation of all automatically controlled irrigation systems, including but not limited to irrigation controller programming and scheduling adjacent to the tree trimming sites. The Contractor shall monitor the operation of, and maintain said irrigation systems as required by the Director. The Contractor shall operate manually controlled irrigation systems as directed by City field staff.

3. UTILITIES

It shall be the City's duty to provide the utilities necessary for irrigation (i.e., water, electricity and communications) and to maintain their appurtenances (i.e., water and electrical meters and backflow devices). The City will pay the water, electricity, and communications costs used in the sites covered by this Agreement. The Contractor shall report any interruption of these services for whatever reason immediately upon Contractor's observation of same to the Director.

4. CONTRACTED LANDSCAPE MAINTENANCE SCHEDULES

The City shall provide the Contractor with a schedule of routine landscape maintenance operations at the site(s) in question. The Contractor shall provide a Tree Trimming Schedule as necessary to accommodate the other landscape maintenance activities. The Contractor's Tree Trimming Schedule must be submitted to the Director for approval within ten (10) working days after the effective date of the Contract.

EXHIBIT C - PAYMENT TERMS

TREE TRIMMING AND REMOVAL SERVICES

1. CONTRACTORS COMPENSATION

- A. The Contractor's compensation shall be **\$5,160,600** for the 5-year term of the agreement.
- B. Compensation shall be based on the Bid/Compensation Schedule.
- C. Written notice of the compensation amount for the next fiscal year shall be provided to the Contractor at least thirty (30) days prior to the end of each fiscal year.
- D. Any request for increase in the Contractor's compensation shall be based on an annual inflation adjustment, calculated for the previous calendar year, based on the Riverside-San Bernardino-Ontario Regional Consumer Price Index for All Urban Consumers, as published by the Department of Labor's Bureau of Labor Statistics. Any such request shall be made to the City in writing no later than May 1 of each year. Upon approval, the adjustment would be effective July 1 of the following fiscal year.
- E. The Contractor will obtain, and keep current during the term of this Agreement, the required City of Moreno Valley business license. Proof of a current City of Moreno Valley business license will be required prior to any payments by the City. Any invoice not paid because the proof of a current City of Moreno Valley business license has not been provided will not incur any fees, late charges, or other penalties. Complete instructions for obtaining a City of Moreno Valley business license are located at: http://www.moval.org/do_biz/biz-license.shtml
- F. The Contractor will electronically submit an invoice to be paid monthly per site based upon successful performance of the tree trimming and removal services provided in accordance with an approved service schedule for each area/site and in compliance with the terms and provisions of this Agreement. By the tenth of each month the Contractor shall submit to the Director detailed reports of the following:
 - a. Tree trimming and removal services performed, which must include the location, area or site of such service.
 - b. Greenwaste
 - c. Complaints received.
 - d. Hazards noted.
 - e. Invoice for service, which lists in detail the site (Zone, Area, and/or Tract ID/Number), service performed and cost in accordance with the

Agreement price, which shall become the basis for payment.

No payment(s) shall be made until the reports (if any), listed herein, have been submitted and approved. At no time will the City pay for more services than have been satisfactorily completed and the City's determination of the amount due shall be final.

G. The Contractor will submit all invoices electronically to 1) Accounts Payable staff at accountspayable@moval.org, 951.413.3073 with a copy to 2) the Division requesting the services at:

a. Maintenance and Operations Division

maintenanceandoperations@moval.org, 951.413.3160

b. Special Districts Division

SDLandscape@moval.org, 951.413.3480

c. Parks & Landscape Services Division

parksandlandscape@moval.org, 951.413.3702

H. The Contractor agrees that City payments will be received via Automated Clearing House (ACH) Direct Deposit and that the required ACH Authorization form will be completed prior to any payments by the City. Any invoice not paid because the completed ACH Authorization Form has not been provided will not incur any fees, late charges, or other penalties. The ACH Authorization Form is located at: http://www.moval.org/city_hall/forms.shtml#bf (Business tab).

I. The minimum information required on all invoices is:

a. Vendor Name, Mailing Address, and Phone Number

b. Invoice Date

c. Purchase Order Number

d. Vendor Invoice Number

e. City-provided Reference Number (e.g. Project or Contract Number)

f. Date services were provided.

g. Location Services where Testing and/or Services were performed to include Zone, Tract Number, Median ID, Tract ID (if applicable), Park, or general vicinity where services were performed within the identified service area.

h. Month services rendered with amount(s) due organized to correspond with Contract/Purchase Order line item(s) (e.g. Base or Additional Work).

i. Detailed work hours by class title (e.g. Manager, Technician, or Specialist), services performed and rates, explicit portion of an Agreement amount, or detailed billing information that is sufficient to justify the invoice amount;

single, lump amounts without detail are not acceptable.

- j. Supporting documentation including: receipts for materials purchased, summary tables demonstrating the calculation of total amount due, including description and cost breakdown by job performed within each area, the calculation of mark-up, and the addition of any applicable labor cost. Note: mark-up shall not include tax, shipping or labor.
 - k. If written authorization was required prior to the commencement of work, documentation of the approval is to accompany the subject invoice. Documentation shall include final approved proposal, and corresponding written authorization (e.g., fully executed proposal or proposal accompanied by the corresponding e-mail approval).
- J. The City will pay the Contractor for all invoiced, authorized professional services within thirty (30) days of receipt of the invoice for same.
- K. Reimbursement for Expenses. Contractor shall not be reimbursed for any expenses unless authorized in writing by City.
- L. Maintenance and Inspection. Contractor shall maintain complete and accurate records with respect to all costs and expenses incurred under this Agreement. All such records shall be clearly identifiable. Contractor shall allow a representative of City during normal business hours to examine, audit, and make transcripts or copies of such records and any other documents created pursuant to this Agreement. Contractor shall allow inspection of all work, data, documents, proceedings, and activities related to the Agreement for a period of three (3) years from the date of final payment under this Agreement.

2. ADDITIONAL WORK

- A. During the term of this Agreement the City may, at its discretion, authorize the Contractor to perform certain Additional Work services as described, herein, in addition to the work set forth in Exhibit A.
- B. If the City determines it to be in the City's best interest, said Additional work may include: Acts of God (i.e., earthquake damage, storm damage), or vandalism, theft, and acts or omissions by third parties.
- C. Compensation for all such Additional Work shall be calculated either at the prices set forth by the Contractor and included herein or at a price based on the Contractor's written estimate (lump sum, time and materials, or cost plus basis), as determined by the Director. Written estimates shall contain sufficient detail to justify the cost (i.e., quantities, adequate work description) and shall contain the location (Zone, Median or Tract ID, Park, or general vicinity) where services are to be performed. Except as set forth below, the Contractor shall not perform any such Additional Work services without first obtaining express written authorization from the City.
- D. Notwithstanding the above requirement for prior written authorization, when a

condition exists wherein there is imminent danger of injury to the public or damage to property, the City may verbally authorize the work to be performed upon receiving a verbal estimate from the Contractor. Within twenty-four (24) hours after receiving a verbal authorization, the Contractor must submit a written estimate to the City for written approval. Whenever immediate action is required to prevent impending injury, death, or property damage to the facilities being maintained, the City may, after reasonable attempt to notify the Contractor, cause such action to be taken by the City's work force.

- E. The Contractor will complete additional tree trimming and removal that the City may add to this Agreement at a unit price comparable to price described herein.
- F. Except as specifically approved by subsequent action of the City Council and/or District Board of Directors, the Director may not authorize Additional Work in excess of the cumulative Agreement.

3. PAYMENT DEDUCTIONS

The City may deduct payment to such extent as may be necessary to protect the City from loss due to:

- A. Work required in the General or Technical Provisions which is not performed, not performed to the standards set forth therein, not performed at or within the time(s) specified therein, or is incomplete.
- B. Claims filed or reasonable evidence indicating probable filing of claims by laborers, materialmen, subcontractors, or third parties.

4. NON-PERFORMANCE PENALTIES

- A. The Contractor may become liable for payment of non-performance penalties for failure to: provide adequate communications; provide adequate work area safety including but not limited to wearing of appropriate work attire; complete "Specialty" operations in a timely manner as set forth in the General Provisions; submit notifications or reports required by the Agreement, or General Provisions at the intervals and/or frequencies set forth therein, or; perform work as required by the General Provisions at the intervals and/or frequencies as set forth therein, or as set forth in Contractor's approved work schedule, or as directed by the City. For each of the categories set forth hereinabove, the penal sum of \$100.00 (one hundred dollars) per working day will be assessed for each working day the deficiencies remain uncorrected.
- B. If non-performance penalties are to be assessed, the Contractor will be notified immediately by written email, facsimile transmission, letter, or by telephone.
- C. The Contractor will not be assessed non-performance penalties for delays caused by the City or by the owner of a utility to provide for the removal or relocation of utility facilities.

- D. Excessive Utility Usage. Contractor shall pay for all excessive utility usage due to Contractor's failure to monitor irrigation system malfunctions or unauthorized increases in the frequency of irrigation. The excess cost will be determined by comparing the current usage with the historical usage for the same time period. The excess cost factor, to be deducted from the payments to the Contractor, will be presented by the Director to the Contractor prior to actual deduction by the City to allow for explanations.
- E. Labor Laws and Prevailing Wage. Per Labor Code Section 1775, the Contractor shall forfeit to the City an amount not to exceed two hundred dollars (\$200) for each calendar day or portion thereof, that each laborer, workmen or mechanics employed that are paid less than the general prevailing rate of wages referred to and stipulated for any work done under the proposed contract, by him or by any subcontractor under him, in violation of the provisions of the Labor Code, and in particular, Sections 1170 to 1781 inclusive. Contractor and any and all or its subcontractors shall forfeit to the City twenty-five dollars (\$25) for each worker employed in the performance of this Agreement for each calendar day during which the worker is required or permitted to work more than eight (8) hours in any one calendar day and forty (40) hours in any one calendar week in violation of the provisions of Section 1813 of the Labor Code.

5. TIME FOR PERFORMANCE

The Contractor hereby agrees to commence work pursuant to this Contract within fourteen (14) calendar days after the date of authorization as specified in the Notice to Proceed and to diligently prosecute the contracted work noted on the Bid Schedule.

6. COMPENSATION DETAIL

See table on following page.

Bid/Compensation Schedule						
Company Name West Coast Arborists, Inc.			Address 21718 Walnut Avenue		City Grand Terrace	
Respondee Victor Gonzalez	Respondee Title Vice President		Respondee Phone 714-991-1900		Respondee Email vgonzalez@wcainc.com	
Item #	Description	Quantity	Unit of Measure	Unit Price	Line Total	Comment
1	Tree Services - Tree Trim	1	each	\$ 88.00	\$ 88.00	
2	Tree Services - Tree & Stump Removal	1	each	\$ 589.00	\$ 589.00	
3	GPS Inventory, City Wide, GeoDatabase or Shapefile - GPS Inventory Pricing	1	each	\$ 4.00	\$ 4.00	
4	Additional Work Price List - Tree Trim (Per Service Request), 0"-6" dsh	1	each	\$ 88.00	\$ 88.00	
5	Additional Work Price List - Tree Trim (Per Service Request), 7"-15" dsh	1	each	\$ 148.00	\$ 148.00	
6	Additional Work Price List - Tree Trim (Per Service Request), 16"-23" dsh	1	each	\$ 258.00	\$ 258.00	
7	Additional Work Price List - Tree Trim (Per Service Request), 24" & larger dsh	1	each	\$ 388.00	\$ 388.00	
8	Additional Work Price List - Tree & Stump Removal, per inch dsh	1	inch	\$ 58.00	\$ 58.00	
9	Additional Work Price List - Stump Only	1	inch	\$ 28.00	\$ 28.00	
10	Additional Work Price List - 3 Man Crew with Equipment	1	man hour	\$ 98.00	\$ 98.00	
11	Additional Work Price List - 3 Man Crew with Equipment, per 8 hour day	1	per day	\$ 2,352.00	\$ 2,352.00	
12	Additional Work Price List - Tree Planting (tree, materials, stakes, watering for 1 month), 15 gallons	1	each	\$ 228.00	\$ 228.00	
13	Additional Work Price List - Tree Planting (tree, materials, stakes, watering for 1 month), 24" box	1	each	\$ 478.00	\$ 478.00	
14	Additional Work Price List - Tree Planting (tree, materials, stakes, watering for 1 month), 36" box	1	each	\$ 1,288.00	\$ 1,288.00	
15	Additional Work Price List - Tree Planting (tree, materials, stakes, watering for 1 month), 48" box	1	each	\$ 2,388.00	\$ 2,388.00	

7. PREVAILING WAGE DETERMINATION

Based on information available at time of RFP issuance.

GENERAL PREVAILING WAGE DETERMINATION MADE BY THE DIRECTOR OF INDUSTRIAL RELATIONS
PURSUANT TO CALIFORNIA LABOR CODE PART 7, CHAPTER 1, ARTICLE 2, SECTIONS 1770, 1773 AND 1773.1
FOR COMMERCIAL BUILDING, HIGHWAY, HEAVY CONSTRUCTION AND DREDGING PROJECTS

Craft: TREE MAINTENANCE (LABORER) ¹

(APPLIES ONLY TO ROUTINE TREE MAINTENANCE WORK, NOT CONSTRUCTION AND/OR LANDSCAPE CONSTRUCTION) ²

Determination:
SC-102-X-20-2024-1

Issue Date:
August 22, 2024

Expiration date of determination:
June 30, 2025** The rate to be paid for work performed after this date has been determined. If work will extend past this date, the new rate must be paid and should be incorporated in contracts entered into now. Contact the Office of the Director - Research Unit for specific rates at (415) 703-4774.

Localities:
All localities within Imperial, Inyo, Kern, Los Angeles, Mono, Orange, Riverside, San Bernardino, San Diego, San Luis Obispo, Santa Barbara and Ventura Counties.

Wages and Employer Payments:

Classification ^a (Journey person)	Basic Hourly Rate	Health and Welfare	Pension	Vacation and Holiday	Training	Other	Hours	Total Hourly Rate	Daily Overtime Hourly Rate ^b (1 ½ X)	Sunday/Holiday Overtime Hourly Rate (2 X)
Senior Tree Trimmer	\$26.39	\$3.80	\$2.26	\$2.47	\$0.00	\$0.30	8.0	\$35.22	\$48.415	\$61.61
Tree Trimmer	\$24.39	\$3.80	\$2.26	\$2.27	\$0.00	\$0.30	8.0	\$33.02	\$45.215	\$57.41
Groundperson	\$22.75	\$3.80	\$2.26	\$2.12	\$0.00	\$0.30	8.0	\$31.23	\$42.605	\$53.98

Recognized holidays:

Holidays upon which the general prevailing hourly wage rate for Holiday work shall be paid, shall be all holidays in the collective bargaining agreement, applicable to the particular craft, classification, or type of worker employed on the project, which is on file with the Director of Industrial Relations. If the prevailing rate is not based on a collectively bargained rate, the holidays upon which the prevailing rate shall be paid shall be as provided in Section 6700 of the Government Code. You may obtain the holiday provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Holiday provisions for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

Determination: SC-102-X-20-2024-1
Page 2 of 2

Travel and/or subsistence payment:

In accordance with Labor Code Sections 1773.1 and 1773.9, contractors shall make travel and/or subsistence payments to each worker to execute the work. You may obtain the travel and/or subsistence provisions for the current determinations on the [Director's General Prevailing Wage Determinations Website](http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm) (<http://www.dir.ca.gov/OPRL/DPreWageDetermination.htm>). Travel and/or subsistence requirements for current or superseded determinations may be obtained by contacting the Office of the Director – Research Unit at (415) 703-4774.

¹ This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

² This determination does not apply to the work of a landscape laborer employed on landscape construction (work incidental to construction or post-construction maintenance during the plant installation and establishment period) or to tree trimming work involving line clearance.

^a There shall be at least one Senior Tree Trimmer on crews of three or more.

^b Monday thru Saturday shall constitute a workweek. Rate applies to first 4 overtime hours Monday thru Saturday, and all time worked in excess of forty (40) hours per workweek. All other time is paid at the Sunday and Holiday double-time rate.

EXHIBIT D - TERM OF CONTRACT
TREE TRIMMING AND REMOVAL SERVICES

TERM OF CONTRACT

- A. Following approval by all parties, the Contract will commence on July 1, 2025, and shall expire June 30, 2030 (5) years thereafter, unless sooner as noted herein.
- B. At the expiration of its term, and with the concurrence of all parties, the Contract may be extended for up to three (3) additional periods of thirty (30) days each, subject to all terms and conditions in effect during the current term of the Contract. Written notice of the City's intent to invoke this subsection of the Contract shall be given to the Contractor at least fifteen (15) days prior to the expiration of the initial term of this Contract, or any extensions thereof.
- C. Multi-year contracts may be continued each fiscal year only after funding appropriations and program approvals have been granted by the City Council of the City of Moreno Valley and the City Council acting in the capacity as President and Members of the Board of Directors of the Moreno Valley Community Services District. In the event that the City Council and/or the City Council acting in the capacity as President and Members of the Board of Directors for the Moreno Valley Community Services District does not grant necessary funding appropriations and/or program approvals, the affected multi-year contract becomes null and void effective July 1st of the fiscal year for which such approvals have been denied.



Setting the Gold Standard

by partnering with over 350 communities

City of Moreno Valley

RFP 2024-077 Tree Trimming and Removal Services



GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology



West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #100000956

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January 27, 2025

City of Moreno Valley

Attn: Department of Public Works

14177 Frederick Street

Moreno Valley, CA 92552

RE: RFP 2024-077 Tree Trimming and Removal Services

Due: Monday, January 27, 2025 at 2:00pm

To whom it may concern;

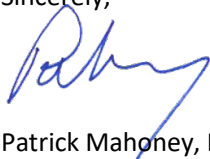
Thank you for allowing West Coast Arborists, Inc. (WCA) the opportunity to submit a proposal for tree trimming and removal services for the City of Moreno Valley. WCA is a family-owned and operated company employing over 1,300 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability. Our proposal is valid for a period of 60 calendar days. We hereby acknowledge receipt of Addendum No. 1.

WCA's corporate values include listening to customers and employees to help improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, we are able to provide 'gold standard' tree care services. WCA's top management team has created a culture where employees become accountable for actions and results. Our Tree Care Industry Association (TCIA) company-wide accreditation is evidence of the commitment WCA has to our safety and training programs, customer satisfaction and our capacity to maintain industry standards.

WCA has a 53-year track record of working for more than 350 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Board under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service), Class C27 (Landscaping), Class C49 (Tree and Palm), and Class C31 (Traffic Control). We currently employ over 100 Certified Arborists and over 155 Certified Tree workers, as recognized by the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. All work will be performed in-house; no subcontractors will be used.

WCA principal owners are Patrick Mahoney – President, Richard Mahoney – Secretary, and Rose Epperson – Treasurer. Our employees will operate from our Riverside Office located at 21718 Walnut Avenue, Grand Terrace, CA 92313. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Business Development, at (714) 991-1900 or at vgonzalez@wcainc.com. Martin Cortez, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 713-0717 or mcortez@wcainc.com.

Sincerely,



Patrick Mahoney, President

PROFESSIONAL TEAM ASSIGNMENTS

Introduction

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

Work Force

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

Certification

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

Crew Evaluation

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



Meet the Team: Project Team



NICK ALAGO

Regional Manager/V.P.

Mr. Alago has been with WCA since 1999. He has nearly 35 years' experience in the arboriculture field. He started with WCA as a Foreman and was continuously promoted reaching the status of Area Manager. For over 10 years, he excelled as an Area Manager for the Inland Empire and was promoted in 2020 to Regional Manager. As a Regional Manager for the Los Angeles and Inland Empire areas, he oversees the operations and provides support to the Area Managers. His extensive knowledge of the urban forest is a culmination of experience and continued education as well as certification that is offered in the industry.

- ISA Certified Arborist #WE-4396 AU
- TCIA Certified Treecare Safety Professional (CTSP) #250
- ISA Tree Risk Assessment Qualified
- TLC Wildlife Aware Certified



MARTIN CORTEZ

Area Manager

Mr. Cortez has been with WCA since 2006. Martin has worked as a groundman and trimmer. In time, his efforts were recognized as he is experienced a number of promotions: from Crew Leader to Foreman to Supervisor to now being the Area Manager of Riverside County and beyond. Today, Martin is responsible for field operations and management of crews. He is also involved in scheduling, evaluation, and production of street tree maintenance. He currently manages contracts for all of Riverside County customers.

- ISA Certified Arborist #WE-8539 AUT
- ISA Tree Risk Assessment Qualified
- TCIA Certified Treecare Safety Professional (CTSP) #2958



MARCO PADILLA

Project Supervisor

As Site Supervisor, Marco is a full-time employee and speaks fluent English. Marco started his career with WCA in 2003, working his way up from groundman to Foreman and Supervisor. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with City officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He also assists in employee training programs, maintaining records, and filing daily reports and receipts.

- ISA Certified Arborist/Tree Worker Climber #WE-0818AT
- TCIA Certified Treecare Safety Professional (CTSP) #575
- ATSSA Traffic Control Technician #459650




LEONEL CORTEZ
Project Supervisor

As Site Supervisor, Leo is a full-time employee and speaks fluent English. Leo started his career with WCA in 2002 as a groundsman and has an extensive knowledge of arboriculture and tree maintenance for municipalities. He is responsible for reviewing the day's activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with City officials and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He also assists in employee training programs, maintaining records, and filing daily reports and receipts.

- ISA Certified Arborist/Tree Worker Climber #WE-8625AT
- TCIA Certified Treecare Safety Professional (CTSP) #3891 & TCIA EHAP Certified
- TLC Wildlife Aware

Meet the Team: Support Staff


ANDREW PINEDA
GIS Manager

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

- ISA Certified Arborist #WE-12738A
- FAA UAS Part 107 Remote Pilot
- M.S. Geographic Information Science (GIS), CSU Long Beach
- B.A. Environmental Science, Boston University


REINA GODOY
Customer Service Rep. (CSR)

Reina joined WCA in 2017 and has since been providing customer service to the Riverside region and is the office manager for our office in Grand Terrace. As the CSR (Customer Service Representative), Reina is responsible for providing support to the Area Manager, Site Supervisors and crew. She is to act as a liaison between the company and its clients as well as the general public. Reina is responsible for responding to customer service inquiries and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.



Executive Staff

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



Patrick Mahoney

President



Richard Mahoney

Secretary



Rose Epperson

Treasurer



Andrew Trotter

V.P. – Field Operations



Chris Crippen

V.P. – I.T.



Victor Gonzalez

V.P. – Business
Development



Debbie DePasquale

V.P. – Contract Services



Jason Pinegar

V.P. – NorCal Region



Nick Alago

V.P. – SoCal Region



Michael Palat

V.P. – SoCal Region





WCA has forged a successful partnership with the Laborer's International Union of North America.



14 offices with prestigious
Tree Care Industry Association
(TCIA) accreditation



170



114



9

ISA CERTIFIED

ISA Board Certified Master Arborists

Michael Palat	#WE-6541 BUM
Kelley Gilleran	#WE-7061 BM
Tim Crothers	#WE-7655 BUM
Joseph Bartolo	#WE-2034 BU
Eugene Bordson	#WE-10777 BT
Rebecca Mejia	#WE-2355 B
Jeffrey Crain	#WE-6658 B
Erik Diaz	#WE-12143 BM
Kris Burbidge	#WE-9566 BUM

59

ISA Tree Risk
Assessment
Qualified

163

WCA Certified
Utility Line
Clearance Workers

19

ISA Certified
Utility
Specialists

63

TCIA Certified
Treecare Safety
Professionals

12

ISA Municipal
Specialists

1

Nursery in
Placentia &
Dedicated
Manager

8

Information
Technology
Specialists

80

Fleet
Mechanics

18

NCCCO
Certified
Crane
Operators



4 ASCA Consulting Arborists

Tim Crothers	RCA #721	Leo Tuchman	RCA #771
Kelley Gilleran	RCA #668	Eugene Bordson	#834

Wildlife Protection

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



BMP Training

95

Wildlife Aware
Trained/Certified
by WTI

1

On-Staff
Biologist

Unique Capabilities



Plant Health Care

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications. We maintain **in-house** State Certified Pesticide Advisors and Applicators.



Wildlife Protection

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

WCA's ISA Certified Arborists

ADAN BALTAZAR REYNAGA	WE-7786AT	HERMINIO PADILLA	WE-7552AUTM	JOSE MANUEL PEREZ	WE-0818AT	REBECCA A. MEJIA	WE-2355A
ANDREW JOSEPH PINEDA	WE-12738A	HUGO ANGEL RINCON	WE-8710AT	JOSEPH NICK ALAGO	WE-4396AU	RENE ROSALES	WE-7941AT
ANDREW R. TROTTER	WE-0642AU	IGNACIO LOPEZ	WE-7329AU	JOSEPH BARTOLO	WE-2034AU	RICHARD R. MAHONEY	WE-1171A
ANDREW JOSEPH ONDREJECH	WE-13817A	ISAAC GARZA, JR.	WE-8689A	JUAN ORTIZ	WE-8514AT	ROBERT EDWARD KNIGHT	WE-11564AT
BENJAMIN EUGENE BORDSON	WE-10777A	ISAAC ONTIVEROS	WE-8567A	JUAN P. LAIJA, JR.	WE-13425A	ROBERT D. THOMPSON	WE-0915AU
BRIAN C. KIRKEGAARD	WE-10476AT	ISAIAH BARAJAS MACIAS	WE-10979AT	JULIO C. GARCIA VAZQUEZ	WE-11175AT	ROBERT A. WRIGHTSON	WE-10411A
BRIAN M. KOCH	WE-0341A	ISIDRO ESTRADA BARBOZA	WE-11685A	JUSTIN LEE MENZEL	WE-11756A	ROSE M. EPPERSON	WE-1045A
CALVIN F. HAUPT	WE-7634A	J. ALONSO GARCIA-LOPEZ	WE-8499A	KELLY ANN PARKINS	WE-13868A	RYAN R. COLBERT	WE-13154A
DANE JENSEN	WE-12014A	JAIME ROGELIO HERNANDEZ	WE-5297AT	KRIS BURBIDGE	WE-9566AUM	SAMUEL JIMENEZ	WE-11109AT
DANIEL CHAVARRIA	WE-10292AT	JAMES PAUL SPECK II	WE-10858AT	LEONARDO RAMOS	WE-11264AT	SEAN PATRICK SULLIVAN	WE-10050AT
DANIEL MAHONEY	WE-10434A	JASON ROSS DAVLIN	WE-7628A	LEONEL CORTEZ	WE-8625AT	SHAWN A. GUZIK	WE-10411A
DANIEL RIVAS	WE-10850AT	JASON PINEGAR	WE-2039AU	LORENZO PEREZ	WE-7443AT	STEPHAN B. KALLENBERG	WE-10730AT
DANIEL WILLIAM VILLA, II	WE-13609AT	JEREMY PAUL PIERCE	WE-12566A	MANUEL BRIANO	WE-8791AT	STEPHEN GLENN DAVIS, JR.	WE-10894AUTM
DAVID GLYN EVANS	WE-1588A	JERRY A. ROWLAND	WE-6353A	MARCO A. PADILLA JIMENEZ	WE-8621AT	STEVE B. HUNT	WE-1044AT
DEBORAH DEPASQUALE	WE-3812A	JOEL LOPEZ	WE-10871AT	MARIO A. GONZALEZ	WE-13119A	TIMOTHY R. PATTERSON	WE-12037A
EDIBERTO SERNA SALAZAR	WE-10434A	JOHN LEE PINEDA	WE-10367AUT	MATEO ARVIZU	WE-10151AT	TYLER KEASBEY LEHMANN	WE-13460A
EDUARDO VARGAS	WE-11058AT	JORGE MAGANA	WE-3460A	MICHAEL ALAN DA SILVA II	WE-12483A	VICTOR M. GONZALEZ	WE-7175AM
ERIK DIAZ	WE-1214AM	JOSE LUIS ABALOS	WE-8734A	MICHAEL LOUIS YOUNG	WE-11687AT	WALLACE BURCH	WE-0713AT
FELIX HERNANDEZ	WE-2037AT	JOSE M. CORTEZ TORRES	WE-8539AUT	MICHAEL ANTHONY NUNES	WE-12943A	WILLIAM STEVE PONCE	WE-6461A
FRANCIS LEO MALABUYOC	WE-12279AT	JOSE MANUEL JIMENEZ URQUIZO	WE-11111AT	MITCHELL ANDREW OWENS	WE-12619AT		
GENARO VICENTE CORONEL	WE-12740A	JOSE INEZ MANCILLA	WE-10983AT	NESTOR M. CABRERA MORA	WE-13613AT		
GERARDO MARTINEZ GARCIA	WE-11358A	JOSE M. CHAVARRIA MANZO	WE-11210AT	NESTOR VALENCIA	WE-11359A		
GERARDO PEREZ	WE-9131AT	JOSE A. ALVAREZ	WE-10908AT	OSCAR GUTIERREZ	WE-12783AT		
GONZALO REGALADO	WE-9952AT	JOSE ALFREDO GONZALEZ	WE-6475AT	PATRICK O. MAHONEY	WE-1172A		
HECTOR MONTES	WE-8079AUT	JOSE LUIS DELREAL	WE-11231AT				

WCA's ISA Certified Tree Worker/Climbers

AN BALTAZAR REYNAGA	WE-7786AT	GABRIEL GAMINO	WE-11167T	JOSE M. MUNIZ GARCIA	WE-11686T	SALUSTIO SANCHEZ ARROYO	WE-11462T
ADAN RODRIGUEZ	WE-11281T	GABRIEL MERCADO RUIZ	WE-11568T	JOSE MANUEL PEREZ	WE-0818AT	SAMUEL JIMENEZ	WE-11109AT
ADOLFO S. RUIZ	WE-11294T	GAMALIEL MANZANO CORONA	WE-12280T	JUAN AMADOR ARCE	WE-11480T	SANTOS MACIAS LEMUS	WE-10980T
ADRIAN MUNOZ	WE-13987T	GEORGE HERNANDEZ PEREZ	WE-12269T	JUAN BECERRA	WE-10932T	SEAN PATRICK SULLIVAN	WE-10050AT
ALFREDO ANGEL LOPEZ	WE-11334T	GERARDO MARTINEZ GARCIA	WE-10997T	JUAN C. LOPEZ GARCIA	WE-12918T	SERGIO LOPEZ-RIVERA	WE-10957T
ANDRES ROMAN	WE-11285T	GERARDO PEREZ	WE-9131AT	JUAN MARQUEZ	WE-10987T	SERGIO MACIAS-PEREZ	WE-10920T
ANDREW JOSEPH ONDREJECH	WE-13817AT	GERARDO PEREZ BADILLO	WE-13986T	JUAN ORTIZ	WE-8514AT	STEFAN B. KALLENBERG	WE-10730AT
ANTHONY DOUGLAS FONG II	WE-12051T	GERARDO A. ORDUNO	WE-11036T	JUAN C. PENA-ARIAS	WE-11327T	STEPHEN GLENN DAVIS, JR.	WE-10894AUTM
ANTONIO CASTELLANOS	WE-11203T	GONZALO REGALADO	WE-9952AT	JUAN TELLEZ TAPIA	WE-11137T	STEVE B. HUNT	WE-1044AT
ANTONIO GARCIA CONTRERAS	WE-11173T	HARLEY THOMAS DAVIS	WE-13430T	JUAN C. TORRES-COVARRUBIAS	WE-12343T	TRISTON JAMES POWERS	WE-12211T
ARIEL ALONSO	WE-10906T	HECTOR MONTES	WE-8079AUT	JULIO C. GARCIA VAZQUEZ	WE-11175T	TYLER KEASBEY LEHMANN	WE-13460AT
ARMANDO O. LOPEZ	WE-10953T	HERIBERTO CORONEL WENCESLAO	WE-11218T	LEONARDO RAMOS	WE-11264T	VENTURA GOMEZ	WE-11180T
ARMANDO SOTO	WE-11131T	HERMINIO PADILLA	WE-7552AUTM	LEONEL CORTEZ	WE-8625AT	WALLACE BURCH	WE-0713AT
AURELIO PAZ-GUZMAN	WE-11084T	HUGO ANGEL RINCON	WE-8710AT	LETUSA MUAU, JR.	WE-11021T		
BENJAMIN EUGENE BORDSON	WE-10777AT	HUMBERTO CHAVARRIA	WE-11207T	LORENZO ARREOLA-MURILLO	WE-13612T		
BRIAN C. KIRKEGAARD	WE-10476AT	ISAIAH BARAJAS MACIAS	WE-10979AT	LORENZO PEREZ	WE-7443AT		
BRIAN NORTON	WE-12678T	ISRAEL A. RAMIREZ	WE-11567T	LUIS P. PEREZ	WE-11245T		
CANDELARIO PRIEGO	WE-12781T	J. SOCORRO GARCIA	WE-11172T	LUIS A. MUNOZ RAMIREZ	WE-11023T		
CARLOS IXIA	WE-11106T	JAIME ROGELIO HERNANDEZ	WE-5297AT	MANUEL BARRAGAN	WE-10925T		
CARLOS LEYVA BARAJAS	WE-12620T	JAMES PAUL SPECK II	WE-10858AT	MANUEL BRIANO	WE-8791AT		
CARLOS RAMOS	WE-11263T	JESUS M. SARABIA PENA	WE-11450T	MARCO A. CASTILLO REYES	WE-13429T		
CELEDONIO R. MANZANO OLEA(E	WE-10984T	JESUS A. MONTES	WE-11014T	MARCO A. PADILLA JIMENEZ	WE-8621AT		
CELESTINO PEREZ	WE-11243T	JESUS E. GARCIA ARCE	WE-13723T	MARCOS RICHARD-MARTINEZ	WE-10989T		
CESAR GUADALUPE VALENZUELA REYES	WE-11076T	JOEL LOPEZ	WE-10871AT	MATEO ARVIZU	WE-10151AT		
CESAR WENCESLAO	WE-10968T	JOEL MARTINEZ	WE-10992T	MELCHOR LEMUS	WE-11237T		
CUAUHTEMOC AMEZCUA QUEZADA	WE-14058T	JOEL ORTIZ	WE-11039T	MICHAEL ALAN DA SILVA II	WE-12207T		
DANIEL CHAVARRIA	WE-10292AT	JOEL M. RIVERA	WE-11273T	MICHAEL LOUIS YOUNG	WE-11687AT		
DANIEL ELIZARRARAS	WE-13611T	JOHN LEE PINEDA	WE-10367AUT	MIGUEL AYALA	WE-10924T		
DANIEL RIVAS	WE-10850T	JONATHAN GARCIA HERNANDEZ	WE-13989T	MIGUEL MACIAS	WE-10978T		
DANIEL WILLIAM VILLA, II	WE-13609T	JORGE ARREOLA-HERNANDEZ	WE-11321T	MIGUEL A. VALERIO AJAL	WE-13848T		
DELFINO AGUILAR-MORALES	WE-10900T	JORGE DUENAS	WE-11144T	MITCHELL ANDREW OWENS	WE-12619T		
DEMETRIO LIRA	WE-11323T	JORGE JIMENEZ	WE-11110T	NELSON R. AGUIRRE	WE-10901T		
DEMETRIO OSEGUERA	WE-11043T	JOSAFAT MONTOYA	WE-11015T	NESTOR M. CABRERA MORA	WE-13613T		
EDIBERTO SERNA SALAZAR	WE-11051T	JOSE AGUAYO	WE-10899T	NICOLAS GODINA	WE-11907T		
EDUARDO AVILA	WE-10812T	JOSE ABEL CANCINO	WE-11192T	OSCAR GUTIERREZ	WE-12783T		
EDUARDO HERNANDEZ	WE-12917T	JOSE AGUSTIN CARRILLO	WE-11200T	PEDRO CUEVAS	WE-11765T		
EDUARDO VARGAS	WE-11058AT	JOSE M. CORTEZ TORRES	WE-8539AUT	PEDRO GARCIA	WE-11168T		
EDWIN ANTONIO FUENTES	WE-12777T	JOSE R. GRANADOS	WE-11186T	PEDRO ALTAMIRANO	WE-11095T		
FAUSTO GUZMAN	WE-11083T	JOSE JIMENEZ	WE-11108T	PEDRO SANDOVAL	WE-11301T		
FELIX GARCIA	WE-11170T	JOSE JIMENEZ HERNANDEZ	WE-11113T	RAMON ZUNIGA GOMEZ	WE-10977T		
FELIX HERNANDEZ	WE-2037AT	JOSE MANUEL JIMENEZ URQUIZO	WE-11111T	RANULFO PERALTA CASTANEDA	WE-11202T		
FRANCIS LEO MALABUYOC	WE-12279AT	JOSE INEZ MANCILLA	WE-10983T	RAUL JIMENEZ DURAN	WE-13865T		
FRANCISCO URENA JIMENEZ	WE-11075T	JOSE M. CHAVARRIA MANZO	WE-11210AT	RAUL MANZO HERNANDEZ	WE-10985T		
FRANCISCO LOPEZ	WE-10952T	JOSE RODRIGUEZ	WE-11277T	RAUL TELLEZ TAPIA	WE-11138T		
FRANCISCO RAMIREZ	WE-11259T	JOSE ALEJANDRO VALENZUELA	WE-11674T	RENE ROSALES	WE-7941AT		
FRANCISCO VILLANUEVA	WE-10965T	JOSE A. ALVAREZ	WE-10908T	ROBERT EDWARD KNIGHT	WE-11564T		
FRANCISCO F. WENCESLAO BARAJAS	WE-10969T	JOSE ALFREDO GONZALEZ	WE-6475AT	ROMUALDO GAETA LUNA	WE-11165T		
FRED LOPEZ-PASTOR	WE-13988T	JOSE LUIS DELREAL	WE-11231AT	SALOMON SILVA	WE-11053T		

PROPOSAL COSTS

Please refer to Pricing Proposal on the OpenGov website.



COMPANY INFORMATION

President: Patrick Mahoney
 Organization Type: Corporation
 Established: 1972
 Federal Tax ID: 95-3250682
 DIR Registration: 1000000956
 Members of Laborers' Union: LiUNA!
 SAM Entity ID: CFJMV MJ9NSD1
 Website: wcainc.com

CORPORATE OFFICE

2200 E. Via Burton St.
 Anaheim, CA 92806

REGIONAL OFFICES

Escondido, CA
 Fresno, CA
 Indio, CA
 Ontario, CA
 Phoenix, AZ
Riverside, CA
 Sacramento, CA
 San Diego, CA
 San Jose, CA
 San Francisco, CA
 Santa Clarita, CA
 Stockton, CA
 Ventura, CA

CONTRACT ADMINISTRATION

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

FIELD MANAGEMENT

Martin Cortez, Area Manager
 Riverside Office
 21718 Walnut Ave.
 Grand Terrace, CA 92313
 Phone (909) 783-6544
 Fax (909) 783-6515
 Email: mcortez@wcainc.com

EMERGENCY RESPONSE 24/7

1-800-LIMB-DOWN

RESPONSE TEMPLATE

Company Qualifications

WEST COAST ARBORISTS, INC. (WCA)

is a family-owned and operated union company employing over 1,300 full-time employees providing tree maintenance and management services. We are proudly serving over 350 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

OUR VISION

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

100% CUSTOMER SATISFACTION

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



100+ ISA
Certified Arborists



50+ Years Experience
(Similar Size & Scope)



1,300+ Qualified
Employees



Accredited by TCIA



Local Office & Yard
(Grand Terrace)



1,700+ Pieces of
Equipment (Owned)



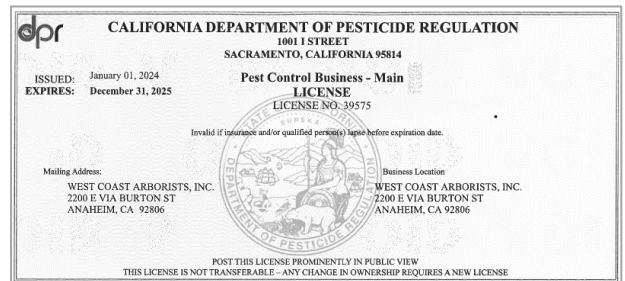
Corporate Capabilities

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

- In business continuously and actively since 1972
- Contractor's License C61/D49, C49, C27, C31, C21, A & B
- Over \$8,500,000 line of credit available
- Annual financial audits available upon request
- Bonded by ARCH, an A+ rated company
- 1,300+ employees
- 350+ contracts with public agencies
- 100+ Certified Arborists
- 155+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 712,000 trees **pruned** annually over past 3 years
- Avg. 46,000 trees **removed** annually over past 3 years
- Avg. 20,000 trees **planted** annually over past 3 years
- Avg. 250,000 trees **inventoried** annually over past 3 years
- Fully insured with insurance up to \$25 million
- Federal Tax ID #95-3250682, current on all taxes and filings with state and federal government
- Sales volume over \$220 million annually
- Fleet of approximately 1,700 pieces of equipment

Active Memberships:

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



State of California

Department of Industrial Relations

Contractor Information

Legal Entity Name
WEST COAST ARBORISTS, INC.
Legal Entity Type
Corporation
Status
Active
Registration Number
1000000956
Registration effective date
07/01/22
Registration expiration date
06/30/24
Mailing Address
2200 E VIA BURTON ANAHEIM 92806 CA United States of America
Physical Address
2200 E VIA BURTON ANAHEIM 92806 CA United States of America
Email Address
vcorporate@wca-arb.com
Trade Name/DBA
License Number (s)
CSLB-366764
CSLB-366764

Registration History

Effective Date	Expiration Date
05/26/18	06/30/19
06/07/17	06/30/18
06/06/16	06/30/17
06/26/15	06/30/16
06/15/14	06/30/15
07/01/16	06/30/22
07/01/22	06/30/24
07/01/24	06/30/27

Scope of Services

Grid Tree Pruning

Grid tree pruning is based on pruning in pre-designed districts, or grids on a set cycle and in its entirety. This includes pruning all trees (small, medium and large-sized.) Pruning will include structural pruning, crown raising, and slight crown cleaning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices) and shall have no more than 15% of the live foliage removed at a given time.

Special Request Tree Pruning

Special Request Tree Pruning includes tree maintenance services on designated tree(s) as ordered by the City's Arborist or designee. This category of pruning may include structural pruning, crown raising, crown cleaning and/or pruning to restore the crown. Whichever work type is ordered by the City, pruning will be performed in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines.

Pruning to reduce the tree's crown (or Crown Reduction Pruning) may be performed when conditions within the crown of a hardwood tree are such that the overall canopy mass and excessive wood weight needs to be reduced. This type of prune is performed when the City's primary objective is to maintain or improve tree health and structure and will be charged at the Crew Rental rate as agreed upon by the City and WCA.

Line Clearance

Trees that interfere or have the possibility of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified and in accordance with the California Public Utilities Commission. It is our goal to protect the current health and condition of the tree and to maintain its symmetry and direct growth away from the utility lines.

Young Tree Maintenance (Optional)

Proper pruning and care during the early stages of the tree's life will save money in the future, and create a safer, more beautiful, healthy, easy-to-maintain tree. We believe that tree care that is performed early will affect its shape, strength and life span. Our specialized small tree care team consists of certified personnel trained to perform the following under the hourly rate:

- Selective structural pruning
- Removal of dead, interfering, split and/or broken limbs
- Pre-conditioning the water retention basin built around the tree
- Staking or re-staking
- Adjusting tree ties
- Adjusting trunk protectors
- Weed abatement



Root Pruning

We strongly recommend against any root pruning, however, should the City elect to proceed, we recommend that it be done no closer than 3 times the diameter of the trunk. Roots will be pruned to a depth of approximately 12 inches by cleanly slicing through the roots, so as not to tear or vibrate the root causing damage to the tree. The excavated area will be backfilled with native soil and debris will be hauled away. This is performed under the hourly rate.

Tree and Stump Removal Operations

With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification. Our standard stump grinder is the Vermeer SC802. This stump grinder is ideal for any size job and can be used to grade large stumps. We also use the Dosko SC69 stump grinders. These are intended to remove tree stumps and exposed root systems close to ground level. Tree removal and stump removal are to be charged separately in accordance with the contract.

Tree Planting

We can replace trees that have been removed and plant new trees in accordance with the City's specifications. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting. At a minimum of 48 hours in advance we will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. A well-trained planting team will perform the soil preparation and installation of the tree.

Tree Watering

Tree watering will be performed by a full-time, WCA team member on various routes, when requested by the Agency. This team will also be responsible for reporting special care needs to the small tree care team. This could include reporting weeds, soil that has settled, and/or staking and tying needs. WCA currently provides tree watering in the cities of Culver City, Santa Clarita and Santa Monica as part of their regular tree maintenance services.

Emergency Response

We are prepared for emergency calls 24 hours a day, 7 days a week, including holidays. The toll free number is 866-LIMB-DOWN (866-546-2369). This number will be provided to the Agency, Police Department and/or Fire Department. Our emergency response team will do what is necessary to render the hazardous tree or tree-related condition safe until the following workday.



Crew Rental

Due to our vast amount of resources, including our specialty equipment and qualified personnel we are able to extend our commitment to our customers by providing various miscellaneous services outside of the most common tree maintenance services:

- Misc. use of aerial towers and cranes (including equipment rental)
- Crown reduction
- Crown restoration

Arborist Reports

We have full-time Certified Arborists on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated for one tree or an entire selection and is handled on a case-by-case basis.



WCA provides the technology, management, and civic experience that makes it the preferred tree management partner across the West.

Plant Health Care

Tim Crothers, Plant Health Care Manager

ISA Board Certified Master Arborist WE-7655 BUM

DPR Qualified Pest Control Applicator #145321, QAL Category B & D

Our PHC program managed by Tim goes beyond standard chemical applications. We have developed an efficient Integrated Pest Management Program (IPM) that requires diagnosis before treatment. WCA is staffed with licensed applicators and advisors that are environmentally conscious as well as compliant with the California Department of Pesticide Regulation. This service allows us to provide you with:

- Proper diagnosis based on on-site inspection with laboratory testing when necessary
- Proactive and preventative recommendations that reduce the amount of potential pest and disease issues
- Follow-up evaluations to ensure that the recommended treatments result in a healthy and balanced urban forest



Implementation, Quality Control & Safety

Implementation Plan

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

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

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

Area Manager: Martin Cortez

ISA Certification #: WE-8689A

TCIA CTSP #3312

ISA Tree Risk Assessment Qualified

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

Daily Management

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

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

Weekly Management

- Weekly management will consist of, but is not limited to:
- Weekly inspection of work completed
- Meet with the Agency to review work schedule and progress
- Insure standards of pruning are performed in accordance with Agency specifications
- Maintain open communication

Scheduling of Work

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

Public Notification

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

Communication Systems

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

Permits and Licensing

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

Right-of-Way

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

Cooperation and Collateral Work

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

Project Site Maintenance

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



Quality Control

Feedback

WCA regularly receives and tracks feedback from customers and residents as a means to acknowledge good performance and provide prompt resolution for any negative comments. Every month, a summary of the feedback is then reviewed by the management team.

Customer Service Department

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

Complaints & Damage Resolution

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

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

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair.

We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

Protection of Public and Private Property

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

Safety & Training

Safety Program

Safety standards are our top priority at West Coast Arborists, Inc. Our line of work demands that all work is performed in a manner that provides the maximum safety for the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 and Cal-OSHA requirements. We have one of the most extensive safety training programs in the industry. We provide our employees with state-of-the-art training tools and instructional sessions company wide. Our insurance carriers and Cal-OSHA have recognized us repeatedly for our outstanding safety training efforts.

We have a full-time **Safety & Training Manager, Dane Jensen**, that is professionally trained in the field of horticulture. As WCA's Training Manager, Dane is responsible for staying up to date on all tree-related industry standards related to safety and the wellness of our employees and the public in which we serve. Training materials are regularly reviewed and updated to ensure WCA employees receive the proper education, instruction and hands-on experience needed to perform their day-to-day activities safely and efficiently. Training topics include a full circle from proper pruning techniques, arboriculture, to customer service and everything in between.

Dane Jensen's qualifications include:

- **ISA Certified Utility & Municipal Arborist #WE-12014A**
- **ISA Skills Test Evaluator—TW Climber**
- **TCIA Certified Treecare Safety Professional #3303**
- **ISA Tree Risk Assessment Qualification #E4068**
- **American Heart Association BLS and First Aid Instructor**



Our line of work demands that all work is performed in a manner that provides the maximum safety to the general public as well as our employees.



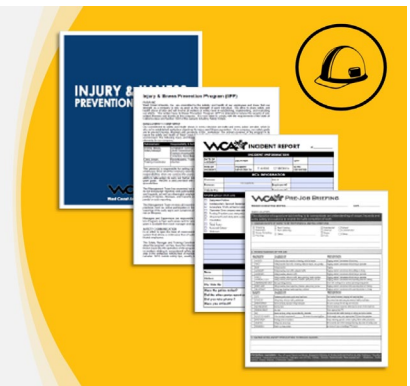
Public Convenience and Safety

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

Employee Training Program

West Coast Arborists, Inc. provides an extensive in-house training curriculum for all employees to broaden their knowledge of the arboriculture field of study. Included in this training are the ISA standards, both Treeworker and Arborist study programs, and a variety of Tree Care Industry Association home study programs. We also offer training courses to our staff in areas of customer service satisfaction, maintaining professional conduct, and Qualified Line Clearance Trimmer Training.

Our Training and Safety team members are tasked with completing field evaluations of crews and members are on-site to coach and train employees on safe practices. Employees receive performance evaluations at 90 days, 6 months, then annually (or as-needed) after their first year. All employees are provided copies of WCA's Injury & Illness Prevention Program.



Traffic Control

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



SAFER ROADS SAVE LIVES



REQUIRED FORMS



Attachment A: Required Response Template

West Coast Arborists, Inc.

(Bidder's Company Name)

Instructions:

Prospective proposers must provide the information requested below and include it in their proposal. City has provided the form as a separate Word document for bidder's use. Use this form or copy and paste it into your own document; in either case, please provide your responses under each of the number points. Do not omit or renumber any sections. Refer to attached documents sparingly and only as necessary; and ensure that any documents referred to are numbered according to the outline below.

I. Company Information: Name, Contacts, History, Scope of Services

Please provide the following information about your company:

- A. Your company's full legal name, address, phone, fax, email, website.
| | West Coast Arborists, Inc. 21718 Walnut Ave., Grand Terrace CA 92313
| | Phone: 714-991-1900 Fax: 714-956-3745, vgonzalez@wcan.com www.wcainc.com
- B. Prior company names (if any) and years in business; mergers, buyouts, etc.
| | N/A
- C. Organizational structure (i.e. corp., LLC, sole proprietorship, etc.).
| | Corporation
- D. Names and titles of the principal owner(s).
| | Patrick Mahoney, President Richard Mahoney, Secretary
| | Rose Epperson, Treasurer
- E. Person(s) authorized to make commitments for your company.
| | Patrick Mahoney, President Richard Mahoney, Secretary
| | Victor Gonzalez, Vice President Martin Cortez, Area Manager
- F. Company history, experience, years in business for current company name.
| | 53 years
- G. Annual company revenues for the last three fiscal years.
| | 2021 - \$139,045,771 2022 - \$171,346,257
| | 2023 - 203,536,810
- H. Tax ID number.
| | 95-3250682
- I. The complete scope of services offered by your company.
| | Tree Maintenance Services such as tree pruning, removals, planting, Arborist reports,
| | GPS inventory, emergency services, etc.
- J. The number of clients (including governmental) served in past and present.
| | 350+ municipalities and public agencies
- K. Special qualifications, training, credentials, recognition, or awards.
| | WCA currently employs over 100 Certified Arborists and over 155 Certified Tree workers, as recognized
| | by the International Society of Arboriculture. Please see 'Professional Team Assignments' section in the
| | Required Response Template for additional information.
- L. Contracts terminated for cause, pending litigation or legal issues.
| | WCA has no terminated contracts, pending litigation or legal issues.

II. Resources: Staffing, Facilities, Equipment

Provide the following information relative to required services:

- A. Names and titles of key management personnel.
[] Nick Alago, Regional Manager Martin Cortez, Area Manager
[] Marco Padilla, Area Supervisor
- B. Team to be assigned for these services.
[]
- C. Qualifications of specific individuals who will work on the project.
[] Please see 'Professional Team Assignments' section in the Required Response Template.
- D. Amount of time and involvement of key personnel who will be involved in respective portions of the project.
[] Nick Alago, Regional Manager - 10% Martin Cortez, Area Manager - 15%
[] Marco Padilla, Area Supervisor - 20%
- E. Resumes of all team members; provide only names and titles only; attach current resumes to proposal.
[] Please see 'Professional Team Assignments' section in the Required Response Template.
- F. Current number of employees: full-time and part-time employees.
[] 1,300+ full time employees, 0 part time employees.
- G. Annual turnover rate of staff.
[]
- H. Names of any subcontractor's you propose to use for our contract. Provide only names here; fill in the details on City-provided Subcontractors List.
[] No Subcontractors will be used.
- I. Facilities that would be utilized to perform the required work.
[] 21718 Walnut Ave., Grand Terrace CA 92313
- J. Equipment that would be utilized to perform the required work.
[] Please see attached 'Equipment List'.

III. Required Services: Meeting or Bettering these Requirements

Provide the following information relative to required services:

- A. Ability to perform specific tasks as outlined in the RFP.
[]
- B. Reasonableness of your fee to do the work.
[]
- C. Current resources to meet or better all task and timeline requirements herein.
[]
- D. Additional resources that might be needed to meet or better all task and timeline requirements of this request.
[]

E. How quickly could you provide additional, extra trained staff if requested by City for additional work beyond the original scope of services?

| |

F. How quickly can you begin providing services if awarded the contract?

| |

G. Details of any improvement or upgrades your firm has designed or implemented.

| |

IV. Demonstrated and Technical Experience

Please describe your company's:

A. Demonstrated record of success on work previously performed.

| |

Please see attached 'Client References & Experience'.

B. Specific method and techniques to be employed on the project or problem.

| |

V. Work Plan:

Taking all circumstances, current conditions, and required preparations into consideration, describe in detail, your proposed work plan for delivering the services required by this RFP, including, but not limited to;

A. How will you schedule professional and staff to ensure milestones and deadlines are met?

| |

B. Provide required response time to the urgent service requests.

| |

C. How you will make up for workhours lost (and resulting backlog that may occur) due to various unforeseen situations that may prohibit work on a specific day.

| |

D. Provide any other relevant information that you believe would benefit City for the requested services.

| |

Submitted by:

Company Name		West Coast Arborists, Inc.
Contact Name		Patrick Mahoney
Title		President
Signature		
Email		vgonzalez@wcainc.com
Phone		714-991-1900
Date		01/27/25

EQUIPMENT LIST

Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications, as required.

CHP Biennial Inspection of Terminal Certification

We have successfully been awarded the CHP Biennial Inspection Award of Recognition. This inspection has assisted our company in instituting several safety programs, as well as our Preventative Maintenance Program utilized by our in-house fleet department. The inspection reviews our vehicle maintenance and repair records, our procedural methods and policies for vehicle maintenance and operations. This certification ensures that our vehicles operate safely.

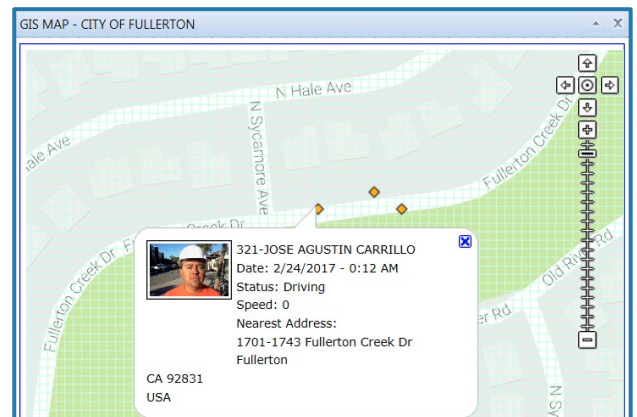
Telematics (GPS)

WCA has partnered with Geo-Tab to provide GPS units on all vehicles and equipment. This investment has given us and our customers the following benefits:

- Provide faster response times and more efficient routing allowing us to service more customers
- Lower operational costs by optimizing our fleet size, reducing labor, overtime, and insurance, and minimizing costly vehicle repairs
- Decrease fuel use by monitoring fleet fuel economy and saving on unnecessary fuel expenditures
- Reduce emissions by helping drivers improve their habits such as speed and idle time, and reducing total miles driven which will significantly reduce harmful greenhouse gas emissions
- Improve dispatching with landmarks and driving directions, GPS units helps us to better dispatch so that we can service more customers, faster
- Recover stolen vehicles reducing liability costs which can be passed on to customers

Equipment List Summary	
Pick Up Trucks	441
Aerial Lift Devices	379
90-ft Aerial Devices	18
Dump Trucks	239
Flat Beds	49
Field Service Trucks	35
Arrowboards	100
ATVs	14
Stump Grinders	71
Loaders / Bobcats	103
Rubber Track Loader	2
Root Pruners	2
Roll off Trucks	68
Saw Mill	4
Log Skidder	4
Back Hoes	1
Brush Chippers	222
Cranes	9
Horizontal Grinder	1
Tub Grinder	1
Masticator	1

Modern fleet
consisting of
1700+
pieces of
equipment.



IN-HOUSE FLEET MAINTENANCE

We currently have more than 1,700 pieces of fairly new equipment that enables us to replace equipment immediately should there be any unforeseen mechanical problems. We employ over 80 full-time mechanics that perform an in-house fleet maintenance program. This allows our equipment to be in good operating condition necessary for accomplishing the City's needs. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time. Equipment is assigned to different crews and if the crew is shared with another contract the equipment will be as well.

PREVENTATIVE MAINTENANCE PROGRAM

All WCA equipment goes through our Preventative Maintenance program. From our solar powered arrow boards, to our Freightliner Roll Off trucks. Our mechanics generally work on one particular line of equipment, and by keeping our equipment as uniform as possible our mechanics really get to know the equipment inside and out minimizing down time.

SUSTAINABILITY

Over the last few years, we have invested heavily in new equipment to keep our fleet modern, comply with state requirements, meet demand and reduce our effects on the environment. We understand with a fleet as large as ours that we are responsible for the amount of emissions our vehicles produce and actively make an effort to monitor and reduce our carbon footprint.



*Through our ability to
dedicate specific
pieces of equipment for
this project, we believe
it will lead to a
successful program.*



Type	Make/Model	Description	VIN
Aerial Tower	2012 FORD	F650 TECO W/65'	3FRNF6HP4CV246833
Aerial Tower	2019 FORD	F750 / TEREX - XT PRO 60	1FDNF7AY7KDF03761
Aerial Tower	2019 FORD	F550 / TEREX LT 40	1FDUF5GY4KDA04858
Aerial Tower	2002 GMC	C7500/COMBO HI-RANGER XT5	1GDL7H1E52J507471
Aerial Tower	2018 FORD W/HI-RANGER 5FB-52	F750 w/ HIRANGER	1FDPF7AY4GDA02388
Aerial Tower	2017 FORD	F750W/TEREX XTPRO 60-70	1FDPF7AY0HDB07057
Aerial Tower	2008 FORD	F550 W/HI-RANGER TL38P	1FDAF57R18ED97801
Aerial Tower	2019 FORD	F750 /TEREX XT PRO 56 COMBO	1FDNF7AY3KDF02753
Aerial Tower (90')	2017 FORD	F750 W/1090i BOOM	1FDPF7AY3HDB05996
Aerial Tower (90')	2019 FORD	F750 W/1090i BOOM	1FDPF7AY4KDF08781
Arrowboard	2013 WANCO	SOLAR ARROW BOARD	
Arrowboard	2018 WANCO	ARROW BOARD	5F11S1011J1004467
Arrowboard	2015 WANCO	WTSP55-LSAC ARROW BOARD	5F11S1015F1004804
Chipper	2018 VERMEER	BC1500 BRUSH CHIPPER (GAS)	1VR2181V3K1009416
Chipper	2013 VERMEER	BC1000-49	1VRY11199D1020041
Chipper	2013 VERMEER	BC1000-49	1VRY11195D1020036
Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11193B1016399
Chipper	2013 VERMEER	BC1000-49	1VRY11198D1018961
Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11194C1017420
Chipper	2011 VERMEER	BC1500 BRUSH CHIPPER	1VR2161V6C1002868
Chipper	2012 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11192C1017593
Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11196C1017192
Chipper	2018 VERMEER	BC1200 BRUSH CHIPPER (GAS)	1VR7141Y0H1003087
Chipper	2018 VERMEER	BC1500 BRUSH CHIPPER	1VR2181V3J1009009
Chipper	2016 VERMEER	BC1500 BRUSH CHIPPER	1VR2181V7H1008410
Dump Truck	2018 FORD	F450 STUMP TRUCK	1FDUF4GY6JED03724
Dump Truck	2019 FORD	F750 CHIPPER TRUCK	1FDNF7AY9KDF02725
Dump Truck	2019 FORD	F650 CHIPPER TRUCK	1FDNF6AY1KDF11817
Dump Truck	2013 FORD	F650 DUMP TRUCK	3FRNF6HP2CV246832
Dump Truck	2018 FORD	F750	1FDNF7AY4KDF01787
Dump Truck	2018 FORD	F750	1FDNF7AY6KDF01788
Dump Truck	2018 FORD	F350 STUMP TRUCK	1FDRF3G68JED01228
Dump Truck	2015 FORD	F550 SUPER DUTY	1FDUF5GY5GEA85032
Dump Truck	2015 FORD	F650 CHIPPER TRUCK	1FDNF6AY5GDA03034
Dump Truck	2017 FORD	F650 CHIPPER TRUCK	1FDNF6AY9HDB05180
Dump Truck	2017 FORD	F550 CHIPPER TRUCK	1FDUF5HY3HED72045
Loader	2021 CATERPILLAR	908M WHEEL LOADER	CAT0908MVH8804944
Loader	2021 CATERPILLAR	908M WHEEL LOADER	CAT0908MAH8805187
Loader	2012 CATERPILLAR	908H2	CAT0908HCJRD00584
Loader	2018 CATERPILLAR	908M WHEEL LOADER	CAT0908MHH8803426
Mechanic Truck	2015 CHEVROLET	2500 MECHANIC TRUCK	1GB0CUEG9FZ520128



Pickup	2020 DODGE	RAM 2500 PICKUP	3C6MR4AJ3LG181253
Pickup	2018 DODGE	RAM 1500 SLT PICKUP	3C6JR6ET9JG171138
Pickup	2018 DODGE	RAM 2500	3C6LR4AT5JG176971
Pickup	2018 DODGE	RAM 1500SLT	3C6JR6ET6JG143345
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6ET7KG572169
Pickup	2014 FREIGHTLINER	108-SD	3ALHG5CYXFDGA5076
Pickup	2013 VERMEER	BC1000-74	1VRY11197D1019759
Pickup	2014 DODGE	RAM 1500	3C6JR6DT9EG280884
Pickup	2015 DODGE	RAM 1500 PICKUP	3C6JR6DT2FG626307
Pickup	2018 DODGE	RAM 1500 SLT PICKUP	3C6JR6ETXJG304635
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6DT8KG522656
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6DT3KG522659
Pickup	2020 DODGE	RAM 1500	3C6JR6ET0LG210797
Pickup	2016 DODGE	RAM 1500 PICKUP	3C6JR6DT8GG245515
Pickup	2021 DODGE	RAM 1500	3C6JR6ET3LG210793
Pickup	2015 DODGE	RAM 1500 PICKUP	3C6JR6DTXFG651715
Pickup	2016 TOYOTA	TACOMA SR5	3TMBZ5DN8GM004631
Pickup	2016 DODGE	RAM 1500 PICKUP	3C6JR6DT9GG326233
Pickup	2017 DODGE	RAM 1500	3C6JR6DTXHG738291
Pickup	2016 DODGE	RAM 1500 PICKUP	3C6JR6DT7GG326246
Pickup	2017 DODGE	RAM 1500 PICKUP	3C6JR6ET3JG140015
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6ET4KG581847
Roll-Off Truck	2019 FREIGHTLINER	108SD ROLL OFF/PUSHER VALEW	1FVMG5D2XKHKG8662
Roll-Off Truck	2015 FREIGHTLINER	108 SD ROLL OFF	1FVHG5CY5GHHD7903
Roll-Off Truck	2019 FREIGHTLINER	108SD ROLL OFF/PUSHER VALEW	1FVMG5D26KHKG8660
Roll-Off Truck	2018 FREIGHTLINER	108SD ROLL OFF/PUSHER	1FVMG5FE5JHKA6396
Stump Grinder	1997 VERMEER	SC252 STUMP GRINDER	1VRN071FXT1001057
Stump Grinder	2018 VERMEER	SC802 STUMP CUTTER	1VR2151J1J1003107
Stump Grinder	2018 VERMEER	SC802 STUMP CUTTER	1VR2151J4K1003121
Stump Grinder	2005 VERMEER	SC802 STUMP GRINDER	1VR2151J661000145
Stump Grinder	2015 VERMEER	SC802 STUMP CUTTER	1VR2151J0G1002054
Trailer	1996 VERMEER	TRAILER CARRIER FOR G46	1VRN091J2T1000517
Trailer	1990 LEE TRAILER	AH76416 2 AXLE TRAILER	4LCAT07S2L1001476



CLIENT REFERENCES & EXPERIENCE

West Coast Arborists understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

CITY OF ONTARIO

SINCE 1998



The City of Ontario and WCA have been working together on the City's urban forest since 1998. Requested work under this contract includes grid pruning, palm pruning, tree and stump removal, tree planting, a GPS tree inventory and other arborist services including report writing and plant health care for pests and more.

Contact: Phillip Marino, Parks & Maintenance Supervisor

303 E. B Street, Ontario, CA 91764 ~ (909) 229-6557 ~ pmarino@ontarioca.gov

ANNUAL BUDGET: \$2,700,000

CITY OF CORONA

SINCE 2006



The City of Corona and WCA have been working together on the City's urban forest since 2006. City crews maintain the landscape maintenance districts and Parks. The City has initiated a removal project where dead, diseased, and dying trees are being phased out. In turn, the City has been planting over 100 trees annually.

Contact: Moses Cortez, Parks & Landscape Supervisor

755 Public Safety Way, Corona, CA 92880 ~ (951) 817-5728 ~ moses.cortez@ci.corona.ca.us

ANNUAL BUDGET: \$5,000,000

CITY OF FONTANA

SINCE 1994



WCA has serviced the City of Fontana for over 25 years. In addition to maintaining the City's street & park trees, we provided a GPS tree inventory using ArborAccess. The inventory allows them to budget and properly plan the maintenance of their urban forest. With a tree population of over 60,000 trees, the City utilizes a grid pruning cycle.

Contact: Chuck Hays, Public Services Director

16489 Orange Way, Fontana, CA 92335 ~ (909) 350-6530 ~ chays@fontana.org

ANNUAL BUDGET: \$1,600,000

CITY OF REDLANDS

SINCE 2004



We provide complete urban forestry management for more than 38,000 trees, including tree pruning, removals, planting and emergency services. We also provide inventory updates to the City's own inventory database. There are over 1,000 tree removal work records since the beginning of the contract.

Contact: Erick Reeves, Parks Division Coordinator

P.O. Box 3005, Redlands, CA 92373 ~ (909) 798-7508 ~ ereeves2@cityofredlands.org

ANNUAL BUDGET: \$1,500,000



EXPERIENCE: CURRENT CALIFORNIA CITIES/COUNTIES UNDER CONTRACT WITH WCA



CITY OF AGOURA HILLS	CITY OF FONTANA	CITY OF MONTEBELLO	CITY OF SANTA BARBARA
CITY OF ALAMEDA	CITY OF FREMONT	CITY OF MONTEREY	CITY OF SANTA CLARA
CITY OF ALHAMBRA	CITY OF FRESNO	CITY OF MONTEREY PARK	CITY OF SANTA CLARITA
CITY OF ANAHEIM	CITY OF FULLERTON	CITY OF MOORPARK	CITY OF SANTA FE SPRINGS
CITY OF ARCADIA	CITY OF GARDEN GROVE	CITY OF MORENO VALLEY	CITY OF SANTA MARIA
CITY OF ARTESIA	CITY OF GILROY	CITY OF MORGAN HILL	CITY OF SANTEE
CITY OF AZUSA	CITY OF GLENDALE	CITY OF MOUNTAIN VIEW	CITY OF SIERRA MADRE
CITY OF BALDWIN PARK	CITY OF GLENDORA	CITY OF MURRIETA	CITY OF SIGNAL HILL
CITY OF BEAUMONT	CITY OF GOLETA	CITY OF NATIONAL CITY	CITY OF SOLANA BEACH
CITY OF BELL	CITY OF GRAND TERRACE	CITY OF NEWARK	CITY OF SOUTH PASADENA
CITY OF BELL GARDENS	CITY OF HALF MOON BAY	CITY OF NEWPORT BEACH	CITY OF SO. SAN FRANCISCO
CITY OF BELLFLOWER	CITY OF HAWAIIAN GARDENS	CITY OF NORCO	CITY OF STOCKTON
CITY OF BERKELEY	CITY OF HIGHLAND	CITY OF NORWALK	CITY OF SUNNYVALE
CITY OF BEVERLY HILLS	CITY OF HOLLISTER	CITY OF OAKLEY	CITY OF TEMPLE CITY
CITY OF BRAWLEY	CITY OF HUNTINGTON BEACH	CITY OF OCEANSIDE	CITY OF THOUSAND OAKS
CITY OF BREA	CITY OF IMPERIAL BEACH	CITY OF ONTARIO	CITY OF TORRANCE
CITY OF BUENA PARK	CITY OF INDIO	CITY OF ORANGE	CITY OF TRACY
CITY OF BURLINGAME	CITY OF INDUSTRY	CITY OF OXNARD	CITY OF TULARE
CITY OF CAMARILLO	CITY OF INGLEWOOD	CITY OF PALM DESERT	CITY OF TUSTIN
CITY OF CARLSBAD	CITY OF IRVINDALE	CITY OF PALM SPRINGS	CITY OF UPLAND
CITY OF CARMEL-BY-THE-SEA	CITY OF JURUPA VALLEY	CITY OF PALO ALTO	CITY OF VENTURA
CITY OF CARPINTERIA	CITY OF LA CANADA	CITY OF PARAMOUNT	CITY OF VERNON
CITY OF CARSON	CITY OF LA HABRA	CITY OF PERRIS	CITY OF VICTORVILLE
CITY OF CERES	CITY OF LA MESA	CITY OF PICO RIVERA	CITY OF VISALIA
CITY OF CHINO	CITY OF LA MIRADA	CITY OF PLACENTIA	CITY OF VISTA
CITY OF CHINO HILLS	CITY OF LA PALMA	CITY OF PLEASANTON	CITY OF WALNUT
CITY OF CHOWCHILLA	CITY OF LA PUENTE	CITY OF POMONA	CITY OF WALNUT CREEK
CITY OF CHULA VISTA	CITY OF LA VERNE	CITY OF POWAY	CITY OF WEST COVINA
CITY OF CITRUS HEIGHTS	CITY OF LAGUNA BEACH	CITY OF RANCHO CORDOVA	CITY OF WEST HOLLYWOOD
CITY OF CLAREMONT	CITY OF LAGUNA HILLS	CITY OF RANCHO	CITY OF WEST SACRAMENTO
CITY OF COACHELLA	CITY OF LAKE ELSINORE	CUCAMONGA	CITY OF WHITTIER
CITY OF COLTON	CITY OF LAKE FOREST	CITY OF RPV	CITY OF WOODLAND
CITY OF CONCORD	CITY OF LAKEWOOD	CITY OF REDLANDS	CITY OF YORBA LINDA
CITY OF CORONA	CITY OF LATHROP	CITY OF REDONDO BEACH	COUNTY OF ALAMEDA
CITY OF CORONADO	CITY OF LEMON GROVE	CITY OF RIALTO	COUNTY OF COLUSA
CITY OF COSTA MESA	CITY OF LINCOLN	CITY OF RIVERSIDE	COUNTY OF CONTRA COSTA
CITY OF COVINA	CITY OF LIVERMORE	CITY OF ROSEMEAD	COUNTY OF EL DORADO
CITY OF CUDAHY	CITY OF LODI	CITY OF ROSEVILLE	COUNTY OF LOS ANGELES
CITY OF CULVER CITY	CITY OF LOMA LINDA	CITY OF SACRAMENTO	COUNTY OF MONTEREY
CITY OF CUPERTINO	CITY OF LOMPOC	CITY OF SAN BERNARDINO	COUNTY OF NAPA
CITY OF DANA POINT	CITY OF LONG BEACH	CITY OF SAN BRUNO	COUNTY OF ORANGE
CITY OF DAVIS	CITY OF LOS ALAMITOS	CITY OF SAN CARLOS	COUNTY OF PLACER
CITY OF DEL MAR	CITY OF LOS ALTOS	CITY OF SAN CLEMENTE	COUNTY OF RIVERSIDE
CITY OF DIAMOND BAR	CITY OF LOS ANGELES	CITY OF SAN DIEGO	COUNTY OF SAN BERNARDINO
CITY OF DUARTE	CITY OF MADERA	CITY OF SAN DIMAS	COUNTY OF SAN JOAQUIN
CITY OF EL CAJON	CITY OF MANHATTAN BEACH	CITY OF SAN FERNANDO	COUNTY OF SAN MATEO
CITY OF EL CENTRO	CITY OF MENIFEE	CITY OF SAN JACINTO	COUNTY OF TULARE
CITY OF EL SEGUNDO	CITY OF MENLO PARK	CITY OF SAN JUAN CAP	COUNTY OF VENTURA
CITY OF ENCINITAS	CITY OF MILPITAS	CITY OF SAN LEANDRO	COUNTY OF YOLO
CITY OF ESCONDIDO	CITY OF MISSION VIEJO	CITY OF SAN MARCOS	MOUNTAIN HOUSE CSD
CITY OF FILLMORE	CITY OF MONROVIA	CITY OF SAN RAMON	ROSSMOOR CSD
CITY OF FOLSOM	CITY OF MONTCLAIR	CITY OF SANTA ANA	TOWN OF ATHERTON



Firm Experience with Large-Scale Projects

WCA is proud to serve a wide range of public agencies and to possess the resources to manage contracts exceeding \$2 million. This demonstrates our ability to consistently deliver on large-scale projects. Below is a list of customers with contracts exceeding \$2 million.

Customer	Duration	Annual Contract Amount
County of Los Angeles	Since 2000	\$15,000,000
City & County of San Francisco	Since 2017	\$6,200,000
City of Corona	Since 2010	\$5,000,000
City of Whittier	Since 2005	\$4,600,000
City of Riverside	Since 2018	\$4,300,000
City of Fresno	Since 2001	\$3,700,000
Riverside Public Utilities	Since 1997	\$3,700,000
City of Anaheim/Anaheim Utilities	Since 2007	\$3,300,000
City of Fullerton	Since 1998	\$3,200,000
City of Long Beach	Since 2016	\$3,200,000
City of Industry	Since 2020	\$3,000,000
City of Santa Clarita	Since 2017	\$3,000,000
County of Orange - Parks	Since 2014	\$3,000,000
City of Sacramento - Parks	Since 2016	\$2,800,000
City of Ontario	Since 1998	\$2,700,000
City of San Diego	Since 2015	\$2,700,000
City of Glendale	Since 2015	\$2,500,000
City of Inglewood	Since 2008	\$2,500,000
City of Sacramento	Since 2006	\$2,500,000
Glendale Water & Power	Since 2015	\$2,500,000
City of Visalia	Since 2008	\$2,400,000
City of Modesto - Parks	Since 2023	\$2,200,000
City of Burlingame	Since 2010	\$2,000,000
City of Carson	Since 2007	\$2,000,000
City of Rancho Cucamonga	Since 2007	\$2,000,000
City of Santa Ana	Since 2015	\$2,000,000



EXHIBIT E – CONTRACTOR PROPOSAL SUBMITTAL CHECKLIST

The following check list and associated documentation, must be completed, signed, and included with your submission for the RFP to be considered responsive.

West Coast Arborists, Inc.

Company Name (Please print)

Sarah Madrid

Name of RFP Preparer

smadrid@wcainc.com

Preparer's Email Address

Authorized Signature

(714) 991-1900

Preparer's Phone Number

SCHEDULE I – GENERAL INFORMATION (Fillable forms)

Include completed forms with electronic submission

- ☒ Vendor Information
- ☒ References
- ☒ Proposed Facilities, Equipment and Personnel
- ☒ Communications and Traffic Safety
- ☒ Greenwaste Recycling
- ☒ List of Subcontractors

SCHEDULE II – PRICING SPREADSHEET

- ☒ Pricing Spreadsheet – Complete within the City's procurement system - Open

Gov. **SCHEDULE III – FORMS** – Print, complete, and include with submission

- ☒ Proposal Affirmation
- ☒ Non-Collusion Affidavit
- ☒ Certificate of Non-Discrimination
- ☒ Affirmation of Proposal Guarantee
- ☒ Bid Bond

EXHIBIT E – CONTRACTOR PROPOSAL
SCHEDULE I – GENERAL INFORMATION

VENDOR INFORMATION

A. Company Name: _____

TYPE

☐ Sole proprietor

☐ Partnership

☐ Corporation

B. Company Physical Address

(Street) _____

(City, State, Zip) _____

C. Company Mailing Address

(Street) _____

(City, State, Zip) _____

D. Business Phone Number _____

E. Satellite Office Address (if applicable):

F. Satellite Office Phone Number _____

G. Contractor's Licensing Information:

1. License number/Classification/Name Style: _____

2. Number of Years Operating Under the Above License Name Style: _____

3. License Expiration Date: _____

4. Current License Status: _____

5. Prior actions against this License? ☐ Yes ☐ No

6. If Yes, list the citation type and how it was resolved:

H. Company's Federal Identification No.: _____

I. Name and Title(s) of Company Officers:

_____	_____
_____	_____
_____	_____
_____	_____

J. Department of Industrial Relations Registration No.: _____

K. Number of years the company has performed tree trimming and removal services: _____

L. Number of years the company has performed tree trimming and removal services for public agencies: _____

M. Current Tree Trimming and Removal Services

The City recognizes that the information provided in answer to this question is proprietary in nature and therefore the City will keep this information confidential to the extent permitted by law.

Total number of tree trimming and removal contracts: _____

Percentage of total contracts with public agencies: _____

Total dollar value of tree trimming and removal contracts: _____

N. Number of employees committed to tree trimming and removal services: 1,000

Supervisors	Average wage scale	\$ _____
Technicians	Average wage scale	\$ _____/Hr.*
Foremen	Average wage scale	\$ _____/Hr.*
Laborers	Average wage scale	\$ _____/Hr.*

*Use the fully burdened rate (i.e., taxes, insurance, benefits, OH &P).

This is a prevailing wage project.

O. Type/number of vehicles and power equipment committed to tree trimming and removal services:

Motor vehicles

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

Power Equipment

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

Type _____ Number _____

REFERENCES

List a minimum of three (3) references for public agency tree trimming and removal contracts that are either current and/or have been successfully completed within the last two (2) years.

The following questions will be asked of each reference agency:

1. List the number of agreements and years under agreement.
2. Explain the scope of the agreement(s), acreage amounts, and location(s).
3. Identify the agreement amount(s).
4. Describe the quantity and quality of staffing.
5. Describe the training/technical skills (i.e., irrigation/pest control/ equipment operation/safety).
6. Explain the communication abilities and language preferences of staff.
7. Describe staff appearance, uniforms, and use of safety equipment.
8. Explain the availability of additional personnel for extra work/special projects.
9. Explain the working order of equipment used.
10. Describe the effectiveness of communications system.
11. Explain the contractor's knowledge of project and contract standards.
12. Describe the contractor's ability to respond to complaints/requests in a timely fashion.
13. Identify if the contractor is willing to resolve questions, disputes, and deficiencies short of "formal" sanctions (i.e., monetary penalties, contract deductions, liquidated damages, claims against bonds).
14. Explain the accuracy and timeliness of billing and invoicing.
15. Identify if contract(s) had been successfully completed to term.
16. Would you accept future proposals/bids from this Proposer?

Reference #1	
Public Agency Name	
Agency Address	
Agency Contact Responsible for administering contract	
Contact telephone	
Agreement Name(s)	
Annual Agreement Amount(s)	
Number of acres maintained per contract	
Location(s) of areas maintained.	
Length of Contract(s)/expiration date	

Reference #2	
Public Agency Name	
Agency Address	
Agency Contact Responsible for administering contract	
Contact telephone	
Agreement Name(s)	
Annual Agreement Amount(s)	
Number of acres maintained per contract	
Location(s) of areas maintained.	
Length of Contract(s)/expiration date	

Reference #3	
Public Agency Name	
Agency Address	
Agency Contact Responsible for administering contract	
Contact telephone	
Agreement Name(s)	
Annual Agreement Amount(s)	
Number of acres maintained per contract	
Location(s) of areas maintained.	
Length of Contract(s)/expiration date	

Reference #4	
Public Agency Name	
Agency Address	
Agency Contact Responsible for administering contract	
Contact telephone	
Agreement Name(s)	
Annual Agreement Amount(s)	
Number of acres maintained per contract	
Location(s) of areas maintained.	
Length of Contract(s)/expiration date	

Reference #5	
Public Agency Name	
Agency Address	
Agency Contact Responsible for administering contract	
Contact telephone	
Agreement Name(s)	
Annual Agreement Amount(s)	
Number of acres maintained per contract	
Location(s) of areas maintained.	
Length of Contract(s)/expiration date	

PROPOSED FACILITIES, EQUIPMENT AND PERSONNEL

Attach additional sheets as necessary to provide a full and comprehensive response.

A. Facilities

List the facility(ies), location(s), and/or address(es) where work crews and equipment will be dispatched.

B. Equipment

List the equipment, motor vehicles, and tools, in the areas below that will be furnished to execute work tasks specified in the Agreement and Scope of Work. Indicate with an "S" any listed equipment to be shared with another contract/project. List both powered and hand equipment/tools

General Equipment:

Motor Vehicles:

Turf Maintenance Power Equipment/Tools:

Tree Trimming/Pruning Equipment/Tools:

C. Personnel

List the employees, both labor and supervision, to be routinely assigned to execute work tasks specified in the agreement, and Scope of Work. Be sure to note by title any applicable licenses/certifications held by assigned personnel. Indicate with an "S" if listed personnel are to be shared with another contract/project.

General Tree Trimming and Removal

List labor, administrative, and field supervisory personnel – include any relevant education, certification and/or licensing information for each person listed.

Tree Trimming

List any ISA or equivalent certified personnel.

COMMUNICATIONS AND TRAFFIC SAFETY

Attach additional sheets as necessary to provide a full and comprehensive response.

A. Communications

Exhibit A requires the contractor possess and maintain an effective Contractor-wide communications system. The Proposer must also designate responsible staff to be available on a twenty-four (24) hour basis to receive, and respond to emergency calls.

Describe your internal communications system, both in the office and in the field, and how it will enable you to provide the communication capability as required in Scope of Services specifications. Also, describe how your Proposer will provide the required twenty-four (24) hour communication capability.

B. Traffic Safety

Exhibit A requires the contractor to provide safe and effective work area traffic control, per Caltrans' "Manual On Uniform Traffic Control Devices 2012 (or most current revised version) California Supplement, Part 6, Temporary Traffic Control".

Describe your general traffic control practices and training, and how your Proposer intends, if selected, to conduct work area traffic control operations to provide service for this project.

GREENWASTE RECYCLING

AB 939 mandates that the City of Moreno Valley divert from landfills fifty percent (50%) of the solid waste, including greenwaste, generated within its jurisdiction.

Describe your program to ensure that the City receives credit for greenwaste that will be generated from executing the project's Scope of Work. Include the name(s), address(es) and phone number(s) of the recycling facility(ies) that will be accepting the greenwaste generated from your operations on the project. If planning to use any recycled greenwaste products (mulch, compost, soil amendments, etc.) on the project, please give name/address/phone information of the producer if different from those listed above.

LIST OF SUBCONTRACTORS

In compliance with the provisions of Government Code, Section 4102, the undersigned Contractor sets forth the name and location (address) of the place of business of each subcontractor who will perform work, labor or render service to the Contractor in or about the construction of the work or improvement in an amount in excess of one-half of one percent (0.5%) of the general contractor's total Proposal, and the portion of the work which will be done by each subcontractor, as follows.

In compliance with Labor Code 1771.1(a), please include any subcontractor's DIR registration number.

[illegible]

Equipment List

Type	Make/Model	Description	VIN
Aerial Tower	2012 FORD	F650 TECO W/65'	3FRNF6HP4CV246833
Aerial Tower	2019 FORD	F750 / TEREX - XT PRO 60	1FDNF7AY7KDF03761
Aerial Tower	2019 FORD	F550 / TEREX LT 40	1FDUF5GY4KDA04858
Aerial Tower	2002 GMC	C7500/COMBO HI-RANGER XT5	1GDL7H1E52J507471
Aerial Tower	2018 FORD W/HI-RANGER 5FB-52	F750 w/ HIRANGER	1FDPF7AY4GDA02388
Aerial Tower	2017 FORD	F750W/TEREX XTPRO 60-70	1FDPF7AY0HDB07057
Aerial Tower	2008 FORD	F550 W/HI-RANGER TL38P	1FADF57R18ED97801
Aerial Tower	2019 FORD	F750 /TEREX XT PRO 56 COMBO	1FDNF7AY3KDF02753
Aerial Tower (90')	2017 FORD	F750 W/1090i BOOM	1FDPF7AY3HDB05996
Aerial Tower (90')	2019 FORD	F750 W/1090i BOOM	1FDPF7AY4KDF08781
Arrowboard	2013 WANCO	SOLAR ARROW BOARD	
Arrowboard	2018 WANCO	ARROW BOARD	5F11S1011J1004467
Arrowboard	2015 WANCO	WTSP55-LSAC ARROW BOARD	5F11S1015F1004804
Chipper	2018 VERMEER	BC1500 BRUSH CHIPPER (GAS)	1VR2181V3K1009416
Chipper	2013 VERMEER	BC1000-49	1VRY11199D1020041
Chipper	2013 VERMEER	BC1000-49	1VRY11195D1020036
Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11193B1016399
Chipper	2013 VERMEER	BC1000-49	1VRY11198D1018961
Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11194C1017420
Chipper	2011 VERMEER	BC1500 BRUSH CHIPPER	1VR2161V6C1002868
Chipper	2012 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11192C1017593
Chipper	2011 VERMEER	BC1000-49 BRUSH CHIPPER	1VRY11196C1017192
Chipper	2018 VERMEER	BC1200 BRUSH CHIPPER (GAS)	1VR7141Y0H1003087
Chipper	2018 VERMEER	BC1500 BRUSH CHIPPER	1VR2181V3J1009009
Chipper	2016 VERMEER	BC1500 BRUSH CHIPPER	1VR2181V7H1008410
Dump Truck	2018 FORD	F450 STUMP TRUCK	1FDUF4GY6JED03724
Dump Truck	2019 FORD	F750 CHIPPER TRUCK	1FDNF7AY9KDF02725
Dump Truck	2019 FORD	F650 CHIPPER TRUCK	1FDNF6AY1KDF11817
Dump Truck	2013 FORD	F650 DUMP TRUCK	3FRNF6HP2CV246832
Dump Truck	2018 FORD	F750	1FDNF7AY4KDF01787
Dump Truck	2018 FORD	F750	1FDNF7AY6KDF01788
Dump Truck	2018 FORD	F350 STUMP TRUCK	1FDRF3G68JED01228
Dump Truck	2015 FORD	F550 SUPER DUTY	1FDUF5GY5GEA85032
Dump Truck	2015 FORD	F650 CHIPPER TRUCK	1FDNF6AY5GDA03034
Dump Truck	2017 FORD	F650 CHIPPER TRUCK	1FDNF6AY9HDB05180
Dump Truck	2017 FORD	F550 CHIPPER TRUCK	1FDUF5HY3HED72045
Loader	2021 CATERPILLAR	908M WHEEL LOADER	CAT0908MVH8804944
Loader	2021 CATERPILLAR	908M WHEEL LOADER	CAT0908MAH8805187
Loader	2012 CATERPILLAR	908H2	CAT0908HCJRD00584
Loader	2018 CATERPILLAR	908M WHEEL LOADER	CAT0908MHH8803426
Mechanic Truck	2015 CHEVROLET	2500 MECHANIC TRUCK	1GB0CUEG9FZ520128



Pickup	2020 DODGE	RAM 2500 PICKUP	3C6MR4AJ3LG181253
Pickup	2018 DODGE	RAM 1500 SLT PICKUP	3C6JR6ET9JG171138
Pickup	2018 DODGE	RAM 2500	3C6LR4AT5JG176971
Pickup	2018 DODGE	RAM 1500SLT	3C6JR6ET6JG143345
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6ET7KG572169
Pickup	2014 FREIGHTLINER	108-SD	3ALHG5CYXFDGA5076
Pickup	2013 VERMEER	BC1000-74	1VRY11197D1019759
Pickup	2014 DODGE	RAM 1500	3C6JR6DT9EG280884
Pickup	2015 DODGE	RAM 1500 PICKUP	3C6JR6DT2FG626307
Pickup	2018 DODGE	RAM 1500 SLT PICKUP	3C6JR6ETXJG304635
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6DT8KG522656
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6DT3KG522659
Pickup	2020 DODGE	RAM 1500	3C6JR6ET0LG210797
Pickup	2016 DODGE	RAM 1500 PICKUP	3C6JR6DT8GG245515
Pickup	2021 DODGE	RAM 1500	3C6JR6ET3LG210793
Pickup	2015 DODGE	RAM 1500 PICKUP	3C6JR6DTXFG651715
Pickup	2016 TOYOTA	TACOMA SR5	3TMBZ5DN8GM004631
Pickup	2016 DODGE	RAM 1500 PICKUP	3C6JR6DT9GG326233
Pickup	2017 DODGE	RAM 1500	3C6JR6DTXHG738291
Pickup	2016 DODGE	RAM 1500 PICKUP	3C6JR6DT7GG326246
Pickup	2017 DODGE	RAM 1500 PICKUP	3C6JR6ET3JG140015
Pickup	2019 DODGE	RAM 1500 PICKUP	3C6JR6ET4KG581847
Roll-Off Truck	2019 FREIGHTLINER	108SD ROLL OFF/PUSHER VALEW	1FVMG5D2XKHKG8662
Roll-Off Truck	2015 FREIGHTLINER	108 SD ROLL OFF	1FVHG5CY5GHHD7903
Roll-Off Truck	2019 FREIGHTLINER	108SD ROLL OFF/PUSHER VALEW	1FVMG5D26KHKG8660
Roll-Off Truck	2018 FREIGHTLINER	108SD ROLL OFF/PUSHER	1FVMG5FE5JHKA6396
Stump Grinder	1997 VERMEER	SC252 STUMP GRINDER	1VRN071FXT1001057
Stump Grinder	2018 VERMEER	SC802 STUMP CUTTER	1VR2151J1J1003107
Stump Grinder	2018 VERMEER	SC802 STUMP CUTTER	1VR2151J4K1003121
Stump Grinder	2005 VERMEER	SC802 STUMP GRINDER	1VR2151J661000145
Stump Grinder	2015 VERMEER	SC802 STUMP CUTTER	1VR2151J0G1002054
Trailer	1996 VERMEER	TRAILER CARRIER FOR G46	1VRN091J2T1000517
Trailer	1990 LEE TRAILER	AH76416 2 AXLE TRAILER	4LCAT07S2L1001476



Attachment B: Special Provisions

All items below apply to this bid proposal:

Hold Harmless and Indemnification: The successful bidder hereby agrees to indemnify, defend, and hold harmless City (including its officials, officers, agents, employees, and representatives) from and against any and all claims of any kind or nature presented against City arising out of vendor's (including vendor's employees, representatives, and subcontractors) performance under this agreement, excepting only such claims, costs or liability which may arise out of the sole negligence or willful misconduct of City.

Insurance Provisions: Unless otherwise stated in the RFP specifications, the following insurance requirements apply:

1. Comprehensive General Liability Insurance: (include products liability) \$1,000,000 per occurrence.
2. Auto Liability Insurance: \$1,000,000 per occurrence, combined single limit (CSL).
3. Workers' Compensation Insurance: as required by State statutes.
4. Employer's Liability Insurance: \$1,000,000 per accident; \$1,000,000 policy limit for disease.
5. All policies of insurance must provide for a minimum of thirty (30) days written notice of any change or cancellation of the policy.
6. Insurance policies to be in a form ad written through companies acceptable to City; and must include those endorsements which are necessary to extend coverage which is appropriate to the nature of the agreement.

Affirmative Action: In support of Affirmative Action, City requires all suppliers to comply with Title VII of the Civil Right Act of 1964, as amended, the Civil Rights Act of 1992, and all federal, state, and municipal laws and regulations pertaining thereto. In addition, successful bidders must certify prior to award of contracts in excess of \$50,000 that they have a written affirmative action plan in compliance with the above laws and regulations, and such plan may be reviewed by City. Said Certification may be made by signing below:

Certified to above - FIRM: West Coast Arborists, Inc.

SIGNATURE:

PRINT NAME:

TITLE:

Patrick Mahoney

President

Exceptions: If your company is taking exception to any of the specifications, terms or conditions (including insurance, indemnification and/or proposed contract language) stated in this Request for Proposal, please indicate below and describe details: (check any that apply).

- ☒ No exceptions taken
- ☐ Exception taken to the scope of work or specifications
- ☐ Exception taken to indemnification and insurance requirements
- ☐ Exception to proposed contract language
- ☐ Other

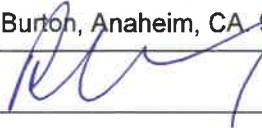
Please explain any of the checked items:

N/A

Note: Taking exception to City's requirements without approval of City prior to submission of your proposal may be cause for rejection of the proposal.

PROPOSING FIRM: West Coast Arborists, Inc. DATE: 1/27/2025

BUSINESS ADDRESS: 2200 E. Via Burton, Anaheim, CA 92806

SIGNATURE OF REPRESENTATIVE: 

BY: Patrick Mahoney TITLE: President

INSTRUCTION REGARDING SIGNATURE: If bidder is an individual, state "Sole Owner" after signature. If bidder is a partnership, signature must be by a general partner, so stated after "Title". Names of all other partners and their business addresses must be shown below. If bidder is a corporation, signature must be by an authorized officer, so stated after "Title", and the names of the President and Secretary and their business addresses must be shown below:

Richard Mahoney, Secretary

Rose Epperson, Treasurer

EXHIBIT E – CONTRACTOR PROPOSAL
SCHEDULE III – FORMS

PROPOSAL AFFIRMATION

With regard to the information provided hereinabove (Exhibit E: Submittal Documents), I affirm that:

1. All information provided is true and correct to the best of my knowledge, and;
2. I understand that a materially false statement willfully or fraudulently made in connection with this proposal may result in the termination of any Contract between the City of Moreno Valley, the Moreno Valley Community Services District and West Coast Arborists, Inc. _____, and further, the aforesaid company may be barred from participation in future City contracts and be subject to possible criminal prosecution, and;
3. I have legal authority to bind West Coast Arborists, Inc. to the terms of this affirmation.

For the proposal to be valid, this sheet must be returned with the proposal submission and fully completed with a legible signature and date

SIGNATURE  _____

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, Inc.

DATE 1/27/2025

NON-COLLUSION AFFIDAVIT

Note: To be executed by Proposer and submitted with proposal.

State of California

(the State of the place of business)

County of Orange

(the County of the place of business)

Patrick Mahoney

, being first duly sworn,
deposes and

(name of the person signing this form)

says that he/she President
is

of

(title of the person signing this form)

West Coast Arborists, Inc.

, the party making the foregoing
bid

(name of bidding company)

that such bid is not made in the interest of or on the behalf of any undisclosed person, partnership, company, association, organization or corporation; that such bid is genuine and not collusive or sham; that said bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid and has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or that anyone shall refrain from bidding; that said bidder has not in any manner directly or indirectly sought by agreement, communication, or conference with anyone to fix the bid price of said bidder or of any other bidder or to fix any overhead profit, or cost element of such bid price, or of that of any other bidder, or to secure any advantage against the public body awarding the contract of anyone interested in the proposed contract; that all statements contained in such bid are true, and further, that said bidder has not directly or indirectly submitted his bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, or paid and will not pay any fee in connection therewith, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, or to any other individual except to any person or persons as have a partnership or other financial interest with said bidder in the general business.

By:

Printed
Name:

Title:

(signature)

Patrick Mahoney

(name of the person signing this form)

President

(title of the person signing this form)

Notary is required for this bid.

CALIFORNIA ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California

County of Orange

On January 27, 2025 before me, Sarah Madrid, Notary Public
Date Here Insert Name and Title of the Officer

personally appeared Patrick Mahoney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.



I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.

Place Notary Seal and/or Stamp Above

Signature

Sarah Madrid
Signature of Notary Public

OPTIONAL

Completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Non-collusion Affidavit

Document Date: _____ Number of Pages: _____

Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: _____ Signer's Name: _____

☐ Corporate Officer – Title(s): _____ ☐ Corporate Officer – Title(s): _____

☐ Partner – ☐ Limited ☐ General ☐ Partner – ☐ Limited ☐ General

☐ Individual ☐ Attorney in Fact ☐ Individual ☐ Attorney in Fact

☐ Trustee ☐ Guardian or Conservator ☐ Trustee ☐ Guardian or Conservator

☐ Other: _____ ☐ Other: _____

Signer is Representing: _____ Signer is Representing: _____

CERTIFICATION OF NON-DISCRIMINATION

Pursuant to California Labor Code Section 1735, as added by Chapter 643 statutes of 2039, and as amended,

No discrimination shall be made in the employment of persons upon Public Works because of race, religion creed, color, national origin, ancestry, physical handicaps, mental condition, marital status or sex of such persons, except as provided in Section 12940, of the California Labor Code and every Contractor of Public Works violating this section is subject to all penalties imposed for a violation of the Chapter.

I certify that I have read, and understand the foregoing:

SIGNATURE _____

PRINTED NAME Patrick Mahoney

TITLE President

COMPANY NAME West Coast Arborists, inc.

DATE 1/27/2025

Affirmation of Proposal Guarantee

The undersigned also affirms that:

Accompanying this Proposal is a cashier's check, a certified check, or a Bid Bond for 10% of bid total, payable to the City of Moreno Valley, which is deemed to constitute liquidated damages, if, in the event this Proposal is accepted, the undersigned shall fail to execute the Agreement and furnish satisfactory bonds under the conditions and within the time specified in this Proposal, otherwise said cash, cashier's check, certified check or Bid Bond is to be returned to the undersigned.

Dated

1/27/2025

Contractor Signature

By

Patrick Mahoney

Contractor Address

2200 E. Via Burton, Anaheim, CA. 92806

Contractor Telephone Number

(714) 991-1900

Names and Addresses of Members of the Contractor:
(If a Corporation)

Richard Mahoney, Rose Epperson

2200 E. Via Burton, Anaheim, CA. 92806

Signature of Contractor

By

Patrick Mahoney

Title

President

Business Address

2200 E. Via Burton, Anaheim, CA. 92806

Incorporated Under Laws of the State of

State License Number and Classification

366764 - C61/D49, C27, C49, C31

President

Patrick Mahoney

Secretary

Richard Mahoney

Treasurer

Rose Epperson

(Corporate Seal)

BOND No. N/A

BIDDER'S BOND

KNOW ALL MEN OR WOMEN BY THESE PRESENTS:

That West Coast Arborists, Inc., as Principal, hereinafter referred to as "Contractor," and Ascot Insurance Company, a duly authorized admitted surety insurer as Surety, are held and firmly bound unto the City of Moreno Valley and the City of Moreno Valley Community Services District, in the penal sum of TEN PERCENT (10%) OF THE TOTAL AMOUNT OF THE BID of the Contractor above named, submitted by said Contractor to the City of Moreno Valley and the City of Moreno Valley Community Services District, for the Work for said Project entitled above, for the payment of which sum in lawful money of the United States, well and truly to be made, to the City of Moreno Valley and the City of Moreno Valley Community Services District, to which said Bid was submitted, we bind ourselves, our heirs, executors, administrators and successors, jointly and severally liable (CCP 995.320 (a)(1), PCC 20171), firmly by these presents. In no case shall the liability of the Surety hereunder exceed the amount of:

Ten Percent (10%) of the Total Amount of the Bid-----.

THE CONDITION OF THIS OBLIGATION IS SUCH:

That whereas the Contractor has submitted the above-mentioned Bid to the City of Moreno Valley and the City of Moreno Valley Community Services District, as aforesaid for the Work for said Project entitled above.

NOW, THEREFORE, if the aforesaid Contractor is awarded the Contract and, within the time and manner required under the Contract Documents, after the prescribed forms are presented to him or her for signature, enters into a written Agreement in the prescribed form and in accordance with the Contract Documents, and files two bonds with the City of Moreno Valley and the City of Moreno Valley Community Services District, one to guarantee Faithful Performance and the other to guarantee payment for labor and materials, in accordance with said Contract Documents, and as required by law, and files the required insurance certificate(s) in accordance with said Contract Documents, then this obligation shall be null and void; otherwise, it shall be and remain in full force and effect until execution of the Agreement or forfeiture pursuant to the Provisions of Sections 20172 and 20174 of the Public Contract Code. The Surety hereby waives notice of an agreement between the City and the City of Moreno Valley Community Services District and Contractor to extend the time in which the City may accept the Bid.

In the event suit is brought upon this bond by the City and/or the Moreno Valley Community Services District, and judgment is recovered, the Surety shall pay all costs incurred by the City in such suit, including a reasonable attorney fee to be fixed by the court.

(SIGNATURE PAGE FOLLOWS)

IN WITNESS WHEREOF, we have hereunto set our hands on this 24th day of
January, 2024.

BIDDER (Principal)

Name: West Coast Arborists, Inc.
Address: 2200 E. Via Burton
Anaheim, CA 92806
Telephone No.: 714-991-1900

Print Name: Patrick Mahoney

Title: President

Signature: 

Date: 01/27/25

CORPORATE SURETY

Company Name: Ascot Insurance Company
Address: 55 West 46th Street, 26th Floor
New York NY 10036
Telephone No.: 646-356-8101

Print Name: Rosa E. Rivas

Signature: 
(Attorney-In-Fact)

Date: 01/24/2025

SIGNING INSTRUCTIONS

- The bond shall be executed by a California admitted surety insurer (CCP 995.311).
- The bond shall include an attached Notary Certificate for the Attorney-in-Fact for the Surety.
- The bond shall include an attached original Power of Attorney only authorizing the Attorney-in-Fact to act for the Surety.
- The bond shall include the address at which the Principal (Bidder) and Surety may be served with notices, papers and other documents.
- The Surety's corporate seal may be affixed hereto (optional).

If any of the above mandatory items are omitted, the Bid will be considered non-responsive and will be rejected.

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

CIVIL CODE § 1189

A notary public or other officer completing this certificate verifies only the identity of the individual who signed the document to which this certificate is attached, and not the truthfulness, accuracy, or validity of that document.

State of California)
County of Orange)

On January 27, 2025 before me, Sarah Madrid, Notary Public,
Date Here Insert Name and Title of the Officer
personally appeared Patrick Mahoney
Name(s) of Signer(s)

who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Sarah Madrid
Signature of Notary Public

Place Notary Seal Above

OPTIONAL

Though this section is optional, completing this information can deter alteration of the document or fraudulent reattachment of this form to an unintended document.

Description of Attached Document

Title or Type of Document: Bid bond
Document Date: _____ Number of Pages: _____
Signer(s) Other Than Named Above: _____

Capacity(ies) Claimed by Signer(s)

Signer's Name: Patrick Mahoney
☒ Corporate Officer — Title(s): President
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

Signer's Name: _____
☐ Corporate Officer — Title(s): _____
☐ Partner — ☐ Limited ☐ General
☐ Individual ☐ Attorney in Fact
☐ Trustee ☐ Guardian or Conservator
☐ Other: _____
Signer Is Representing: _____

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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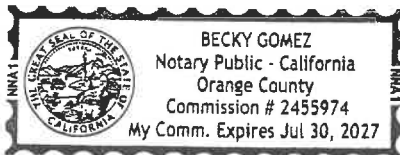
State of California

County of Orange

On 01/24/2025 before me, Becky Gomez, Notary Public, personally appeared Rosa E. Rivas who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that ~~he~~/she/~~they~~ executed the same in ~~his~~/her/~~their~~ authorized capacity(ies), and that by ~~his~~/her/~~their~~ signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

I certify under PENALTY OF PERJURY under the laws of the State of California that the foregoing paragraph is true and correct.

WITNESS my hand and official seal.



Signature Becky Gomez
Signature of Notary Public

STATE OF CALIFORNIA
DEPARTMENT OF INSURANCE
SAN FRANCISCO

Amended
Certificate of Authority

THIS IS TO CERTIFY that, pursuant to the Insurance Code of the State of California,

Ascot Insurance Company

of Colorado, organized under the laws of Colorado, subject to its Articles of Incorporation or other fundamental organizational documents, is hereby authorized to transact within this State, subject to all provisions of this Certificate, the following classes of insurance:

**Fire, Marine, Surety, Plate Glass, Liability, Workers' Compensation,
Common Carrier Liability, Boiler and Machinery, Burglary, Credit,
Sprinkler, Team and Vehicle, Automobile, and Miscellaneous**

as such classes are now or may hereafter be defined in the Insurance Laws of the State of California.

THIS CERTIFICATE is expressly conditioned upon the holder hereof now and hereafter being in full compliance with all, and not in violation of any, of the applicable laws and lawful requirements made under authority of the laws of the State of California as long as such laws or requirements are in effect and applicable, and as such laws and requirements now are, or may hereafter be changed or amended.

IN WITNESS WHEREOF, effective as of the 22nd day of October,
2019, I have set my hand and caused my official seal to be affixed
this 22nd day of October, 2019



Ricardo Lara
Insurance Commissioner

By


Carol Frair
for Catalina Hayes-Bautista
Insurance Chief Deputy

NOTICE:

Qualification with the Secretary of State must be accomplished as required by the California Corporations Code promptly after issuance of this Certificate of Authority. Failure to do so will be a violation of Insurance Code section 701 and will be grounds for revoking this Certificate of Authority pursuant to the covenants made in the application therefor and the conditions contained herein.



Power of Attorney

KNOW ALL MEN BY THE PRESENTS:

That Ascot Surety & Casualty Company and Ascot Insurance Company, each a corporation organized and existing under the laws of the State of Colorado (the "Companies"), do hereby constitute and appoint:

Tracy Aston, Rosa E. Rivas, Samantha Russell, Meghan Hanes, Mary L. Yohnke and Vanessa Fong

of Los Angeles, CA (city, state) and each its true and lawful Attorney(s)-in-Fact, with full authority to sign, execute, seal, acknowledge and deliver for, and on its behalf, and as its act and deed any place within the United States, or, if the following line is filled in, only within the area and up to the amount therein designated, any and all bonds, undertakings, recognizances, and other contracts of indemnity or writings obligatory in the nature thereof, issued in the course of its surety business, and to bond the Companies as follows:

Any such obligations in the United States not to exceed \$50,000,000.00.

The Companies hereby ratify and confirm all and whatsoever said Attorney(s)-in-fact may lawfully do in the premises by virtue of these presents. These appointments are made under and by authority Resolutions adopted by the Board of Directors of the Companies, which resolutions are still in effect:

RESOLVED, that any of the Chief Executive Officer, the Chief Operating Officer or the Chief Underwriting Officer, acting in conjunction with the head of the surety business line for the Corporation (each an Authorized Individual" and, collectively, the Authorized Individuals"), are authorized to jointly appoint one or more attorneys-in-fact to represent and act for and on behalf of the Corporation in the transaction of the Corporation's surety business to execute (under the common seal of the Corporation if appropriate) bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof;


RESOLVED, that in conjunction with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seals (electronic or otherwise) shall be valid and bonding upon the Corporation when so affixed with respect to any bond, undertaking, recognizance or tother contract of indemnity or writing obligatory in the nature thereof;

RESOLVED, that in connection with the Corporation's transaction of surety business, the facsimile electronic or mechanically reproduced signature of any Authorized Individual, whether made heretofore or hereafter, whenever appearing upon a copy of any Power of Attorney of the Corporation, with signatures

IN WITNESS WHEREOF, the Companies have caused these presents with the respective corporate seals and to be executed by the individuals named below who are duly authorized and empowered to execute the Power of Attorney on the Companies' behalf, this 1st day of July 2024.



ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY



Matthew Conrad Kramer (Chief Executive Officer)


Tara North (Executive Vice President, Surety)

STATE OF CONNECTICUT)
COUNTY OF FAIRFIELD) ss.

On this 1st day of July 2024, before me came the above named Chief Executive Officer of each Ascot Surety & Casualty Company and Ascot Insurance Company and the head of the surety business line for each of Ascot Surety & Casualty Company and Ascot Insurance Company, to me personally known to be the individuals described herein, and acknowledged that the seals affixed to the preceding instrument and the corporate seals of each Ascot Surety & Casualty Company and Ascot Insurance Company, and that the said corporate seals and signatures were duly affixed and subscribed to said instrument by the authority and direction of said Companies.

KSENIA E. GUSEVA
NOTARY PUBLIC
STATE OF CONNECTICUT
My Commission Expires June 30, 2029


Notary Public Ksenia E Guseva
My commission expires on June 30, 2029

I, the undersigned Secretary of the Company, do hereby certify that the foregoing excerpts of the Resolution adopted by the Board of Directors of the Companies, and the Power of Attorney issued pursuant thereto, are true and correct, and further certify that both the Resolution and the Power of Attorney are still in full force and effect.

This Certificate may be signed by facsimile under and by the authority of the following resolution of the Board of Directors of the Companies.

RESOLVED, that in connection with the Corporation's transaction of surety business the signatures and attestations of the Authorized Individuals and the seal of the Corporation be affixed to any such Power of Attorney or to any certificate relating thereto (electronic or otherwise) by facsimile and any such Power of Attorney of certificate bearing such facsimile signatures or facsimile seal (electronic or otherwise) shall be valid and binding upon the Corporation when so affixed with respect to any bond, undertaking, recognizances or other contract of indemnity or writing obligatory in the nature thereof;

IN WITNESS WHEREOF; I have hereunto set my hand and affixed the seal of the Companies, this 24th day of January, 2025
ASCOT SURETY & CASUALTY COMPANY
ASCOT INSURANCE COMPANY


John Gill, Secretary



Setting the Gold Standard

by partnering with over 350 communities

City of Moreno Valley

RFP 2024-077 Tree Trimming and Removal Services Additional Information



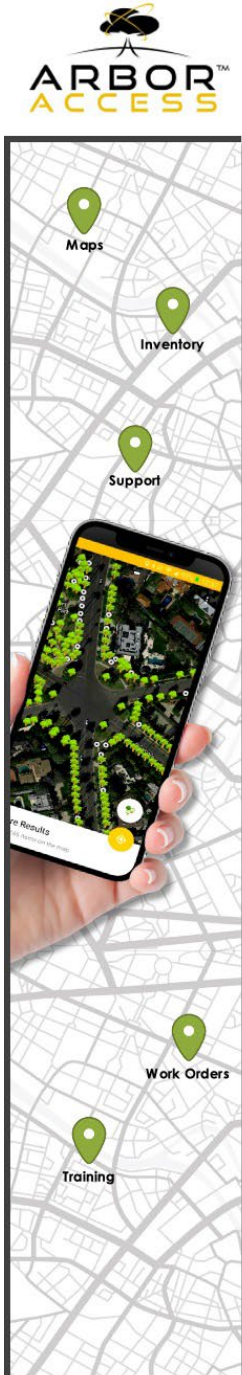
GROWING:
Greenspace
Communities
Environment

ROOTED IN:
Safety
Experience
Technology



West Coast Arborists, Inc.
WCAINC.COM • (800) 521-3714
LIC #366764 • DIR #1000000956

TECHNOLOGY & INFORMATION MANAGEMENT



West Coast Arborists has completed
300+
GPS tree inventories.

ArborAccess

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

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

Software Training

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

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

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

List Tracking System

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

ArborAccess Features

- Create work orders
- View tree site details
- View work history
- View invoices
- Mobile app
- Live data
- GIS/GPS mapping
- Recycling reports

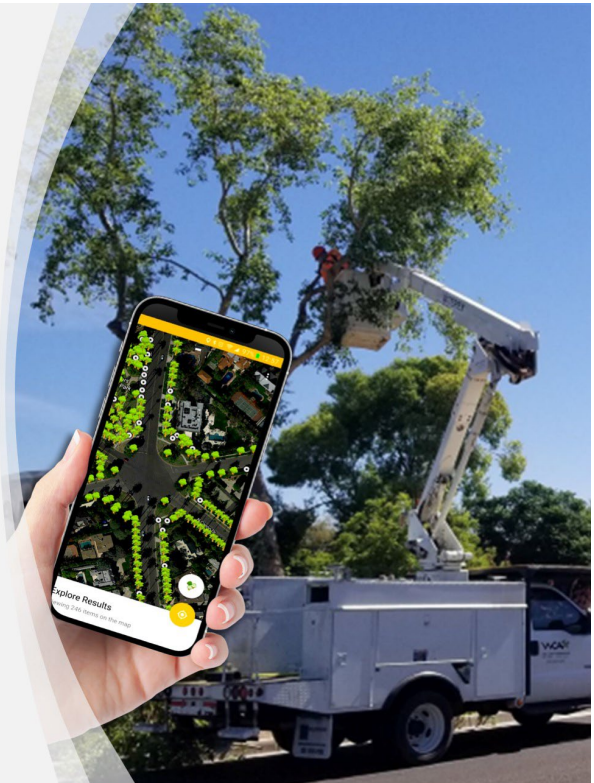


Billing

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

Sample Management Tools: Detailed Tree Site Characteristics

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



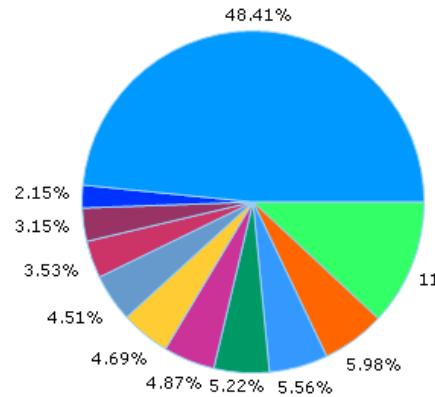
Maintenance Records

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



Sample: Species Frequency Report

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



Top 10 Species	
11.94%	MEXICAN FAN PALM
5.98%	LONDON PLANE
5.56%	JACARANDA
5.22%	SOUTHERN MAGNOLIA
4.87%	INDIAN LAUREL FIG
4.69%	CANARY ISLAND PINE
4.51%	CANARY ISLAND DATE PALM
3.53%	CHINESE ELM
3.15%	RAYWOOD ASH
2.15%	VICTORIAN BOX
48.41%	OTHER

Detailed Reporting Options

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



WCA helps agencies understand and manage their canopy by sharing inventories, insight, and data.



WILDLIFE, GREEN WASTE & COMMUNITY

Wildlife Protection

We have a full-time **Biologist, Lissette Rios**, on staff whose responsibilities include writing reports, pre-work bird assessments, and training crews on current bird nesting laws as well as BMPs for tree maintenance. The protection of birds, especially during nesting season, is critical to providing responsible tree maintenance and her experience, training and skilled eye have proven to be a great asset to our team. Our safety and training department has committed to working with wildlife preservation associations and played a key role in the establishment of the Tree Care for Birds and Other Wildlife BMP that is used in the tree care industry.



Recycling

WCA's commitment to be a socially responsible corporate partner to our customers and communities is exemplified in our Recycling Program. With the steadily increasing concern for the ecological health of our communities, WCA has embarked on a landfill diversion process where all material is taken to recycling facilities where it is used in the production of soil amendments. We are committed to taking all recyclable materials removed from the trees trimmed for the duration of this project to a recycling center for processing. Verification of amounts recycled will be obtained and reported by WCA via ArborAccess for the purpose of meeting the goals of the State for reducing landfill usage.

MULCH is made from coarse ground branches and leaves. It should be spread on the ground at a rate of six to twelve inches for best effect. Fresh mulch will deplete nitrogen from the surface of the soil which will reduce unwanted weeds. Once the mulch has decayed, it returns nitrogen which helps build the quality of soil for plants. A large amount of tree debris is processed by WCA and used in large scale mulching projects for establishing native plants in open space areas.

COMPOST is made from fine ground branches, leaves or other organic material. When mixed with oxygen and water, the organic material will decay or "compost." A finished compost is excellent for turning into the top layer of soil and will add nitrogen and increase the water holding capacity of soil. You can make compost at home in a pile in your yard or in a bin that you make or purchase. Large scale composting is done at regional recycling facilities.

FIREWOOD is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to our yard, and these are then chopped into usable firewood.



Arbor Day Advocates

WCA participates in over 100 Arbor Day and other community events annually by providing educational presentations, tree plantings and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come.

Community Involvement

WCA participates in Arbor Day and other community events annually by providing educational presentations, tree plantings and sponsorships. As a community partner, we understand the importance of teaching youth about the benefits of trees not only to better our environment but to ensure our urban forests are maintained for years to come. WCA has a designated "Grants Team" to work with agencies to obtain grants for tree planting and growing the urban forest.



Partnering with the Arizona Sustainability Alliance to engage K-12 educators in urban forestry.

Community Campaigns

WCA has partnered with *Invest From the Ground Up* and the *Western Chapter International Society of Arboriculture* to plant trees across California under their newest initiative – Cool Parks. With a generous grant from CAL FIRE, the Cool Parks team is working alongside partner cities and nonprofits to bring **2500** trees to California's disadvantaged and low-income communities, organize a CA Tree Team workshop, and engage residents to learn and care about the trees in their city.

Prior to the "Cool Parks" campaign, WCA participated in the CIRCLE (California Initiative to Reduce Carbon and Limit Emissions) campaign since its launch in October of 2016. Each round of tree planting events has provided thousands of trees to communities across California. The trees planted have the potential to sequester millions of pounds of CO₂.

These events are valuable to California communities by generating thousands of volunteers, improving air quality, and educating the local community about proper tree planting techniques. Together, we can grow the urban forest for a more sustainable future.

