

**MAINTENANCE SERVICES AGREEMENT**  
**[Maintenance Services for Santiago Creek Tree and Brush]**

**THIS MAINTENANCE SERVICES AGREEMENT** (the “Agreement”) is made at Orange, California, on this \_\_\_\_ day of \_\_\_\_\_, 2020 by and between the CITY OF ORANGE, a municipal corporation (“City”) and WEST COAST ARBORISTS, INC., a California corporation (“Contractor”), who agree as follows.

**1. Services.** Subject to the terms and conditions set forth in this Agreement, Contractor shall provide to the reasonable satisfaction of City the services set forth in Exhibit “A,” which is attached hereto and incorporated herein by this reference. As a material inducement to City to enter into this Agreement, Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow the highest professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices. The terms and conditions set forth in this Agreement shall control over any terms and conditions in Exhibit "A" to the contrary.

David Nobbs, Park Supervisor (“City’s Project Manager”), shall be the person to whom Contractor will report for the performance of services hereunder. It is understood that Contractor’s performance hereunder shall be under the supervision of City’s Project Manager (or his/her designee), that Contractor shall coordinate its services hereunder with City’s Project Manager to the extent required by City’s Project Manager, and that all performances required hereunder by Contractor shall be performed to the satisfaction of City’s Project Manager and the City Manager.

**2. Total Compensation, Annual Compensation and Fee Schedule.**

**a.** Contractor’s total compensation for all services performed under this Agreement, shall not exceed THREE HUNDRED THOUSAND DOLLARS and 00/100 (\$300,000.00) without the prior written authorization of City.

**b.** The compensation for services performed under this Agreement shall be paid as specified in Exhibit “B.”

**c.** The above fee shall include all costs, including, but not limited to, all clerical, administrative, overhead, insurance, reproduction, telephone, travel, auto and equipment rental, and all related expenses.

**3. Payment.**

**a.** As scheduled services are completed, Contractor shall submit to City an invoice for the services completed, authorized expenses and authorized extra work actually performed or incurred.

b. All such invoices shall state the basis for the amount invoiced, including services completed, the number of hours spent and any extra work performed.

c. City will pay Contractor the amount invoiced within thirty (30) days after the approval of the invoice.

d. Payment shall constitute payment in full for all services, authorized costs and authorized extra work covered by that invoice.

4. **Change Orders.** No payment for extra services caused by a change in the scope or complexity of work, or for any other reason, shall be made unless and until such extra services and a price therefor have been previously authorized in writing and approved by City as an amendment to this Agreement. City's Project Manager is authorized to direct a reduction in the services to be performed and compensation therefor. All amendments shall set forth the changes of work, extension of time, and/or adjustment of the compensation to be paid by City to Contractor and shall be signed by the City's Project Manager, City Manager or City Council, as applicable.

5. **Licenses.** Contractor represents that it and any subcontractors it may engage, possess any and all licenses which are required under state or federal law to perform the work contemplated by this Agreement and that Contractor and its subcontractors shall maintain all appropriate licenses, including a City of Orange business license, at its cost, during the performance of this Agreement.

6. **Independent Contractor.** At all times during the term of this Agreement, Contractor shall be an independent contractor and not an employee of City. City shall have the right to control Contractor only insofar as the result of Contractor's services rendered pursuant to this Agreement. City shall not have the right to control the means by which Contractor accomplishes services rendered pursuant to this Agreement. Contractor shall, at its sole cost and expense, furnish all facilities, materials and equipment which may be required for furnishing services pursuant to this Agreement. Contractor shall be solely responsible for, and shall indemnify, defend and save City harmless from all matters relating to the payment of its subcontractors, agents and employees, including compliance with social security, withholding and all other wages, salaries, benefits, taxes, exactions, and regulations of any nature whatsoever. Contractor acknowledges that it and any subcontractors, agents or employees employed by Contractor shall not, under any circumstances, be considered employees of City, and that they shall not be entitled to any of the benefits or rights afforded employees of City, including, but not limited to, sick leave, vacation leave, holiday pay, Public Employees Retirement System benefits, or health, life, dental, long-term disability or workers' compensation insurance benefits.

7. **Contractor Not Agent.** Except as City may specify in writing, Contractor shall have no authority, express or implied, to act on behalf of City in any capacity whatsoever as an agent. Contractor shall have no authority, express or implied, to bind City to any obligation whatsoever.

8. **Designated Persons.** Except as otherwise authorized by City's Project Manager, only the employees of Contractor shall perform work provided for under this Agreement. It is understood by the parties that clerical and other nonprofessional work may be performed by persons other than those designated.

**9. Assignment or Subcontracting.** No assignment or subcontracting by Contractor of any part of this Agreement or of funds to be received under this Agreement shall be of any force or effect unless the assignment has had the prior written approval of City. City may terminate this Agreement rather than accept any proposed assignment or subcontracting. Such assignment or subcontracting may be approved by the City Manager or his/her designee.

**10. Term.** The term of this Agreement shall be for four (4) years, commencing on October 1, 2020, and ending on September 30, 2024.

**11. Time Is of the Essence.** Time is of the essence in this Agreement. Contractor shall do all things necessary and incidental to the prosecution of Contractor's work.

**12. Reserved.**

**13. Delays and Extensions of Time.** Contractor's sole remedy for delays outside its control, other than those delays caused by City, shall be an extension of time. No matter what the cause of the delay, Contractor must document any delay and request an extension of time in writing at the time of the delay to the satisfaction of City. Any extensions granted shall be limited to the length of the delay outside Contractor's control. If Contractor believes that delays caused by City will cause it to incur additional costs, it must specify, in writing, why the delay has caused additional costs to be incurred and the exact amount of such cost at the time the delay occurs. No additional costs can be paid that exceed the not to exceed amount stated in Section 2.a, above, absent a written amendment to this Agreement.

**14. Products of Contractor.** The documents, studies, evaluations, assessments, reports, plans, citations, materials, manuals, technical data, logs, files, designs and other products produced or provided by Contractor for this Agreement shall become the property of City upon receipt. Contractor shall deliver all such products to City prior to payment for same. City may use, reuse or otherwise utilize such products without restriction.

**15. Equal Employment Opportunity.** During the performance of this Agreement, Contractor agrees as follows:

**a.** Contractor shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Contractor shall ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law. Such actions shall include, but not be limited to the following: employment, upgrading, demotion or transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other forms of compensation and selection for training, including apprenticeship. Contractor agrees to post in conspicuous places, available to employees and applicants for employment, a notice setting forth provisions of this non-discrimination clause.

**b.** Contractor shall, in all solicitations and advertisements for employees placed by, or on behalf of Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, national origin, mental or physical disability, or any other basis prohibited by applicable law.

**c.** Contractor shall cause the foregoing paragraphs (a) and (b) to be inserted in all subcontracts for any work covered by this Agreement, provided that the foregoing provisions shall not apply to subcontracts for standard commercial supplies or raw materials.

**16. Conflicts of Interest.** Contractor agrees that it shall not make, participate in the making, or in any way attempt to use its position as a contractor to influence any decision of City in which Contractor knows or has reason to know that Contractor, its officers, partners, or employees have a financial interest as defined in Section 87103 of the Government Code.

**17. Indemnity.**

**a.** To the fullest extent permitted by law, Contractor agrees to indemnify, defend and hold City, its City Council and each member thereof, and the officers, officials, agents and employees of City (collectively the “Indemnitees”) entirely harmless from all liability arising out of:

(1) Any and all claims under workers’ compensation acts and other employee benefit acts with respect to Contractor’s employees or subcontractor’s employees arising out of Contractor’s work under this Agreement, including any and all claims under any law pertaining to Contractor or its employees’ status as an independent contractor and any and all claims under Labor Code section 1720 related to the payment of prevailing wages for public works projects; and

(2) Any claim, loss, injury to or death of persons or damage to property caused by any act, neglect, default, or omission other than a professional act or omission of Contractor, or person, firm or corporation employed by Contractor, either directly or by independent contract, including all damages due to loss or theft sustained by any person, firm or corporation including the Indemnitees, or any of them, arising out of, or in any way connected with the work or services which are the subject of this Agreement, including injury or damage either on or off City’s property; but not for any loss, injury, death or damage caused by the active negligence or willful misconduct of City. Contractor, at its own expense, cost and risk, shall indemnify any and all claims, actions, suits or other proceedings that may be brought or instituted against the Indemnitees on any such claim or liability covered by this subparagraph, and shall pay or satisfy any judgment that may be rendered against the Indemnitees, or any of them, in any action, suit or other proceedings as a result of coverage under this subparagraph.

**b. Reserved.**

**c.** Except for the Indemnitees, the indemnifications provided in this Agreement shall not be construed to extend any third party indemnification rights of any kind to any person or entity which is not a signatory to this Agreement.



**d.** The indemnities set forth in this section shall survive any closing, rescission, or termination of this Agreement, and shall continue to be binding and in full force and effect in perpetuity with respect to Contractor and its successors.

**18. Insurance.**

**a.** Contractor shall carry workers' compensation insurance as required by law for the protection of its employees during the progress of the work. Contractor understands that it is an independent contractor and not entitled to any workers' compensation benefits under any City program.

**b.** Contractor shall maintain during the life of this Agreement the following minimum amount of comprehensive general liability insurance or commercial general liability insurance: the greater of (1) Ten Million Dollars (\$10,000,000) per occurrence; or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage and be written on an occurrence basis.

**c.** Contractor shall maintain during the life of this Agreement, the following minimum amount of automotive liability insurance: the greater of (1) a combined single limit of Five Million Dollars (\$5,000,000); or (2) all the insurance coverage and/or limits carried by or available to Contractor. Said insurance shall cover bodily injury, death and property damage for all owned, non-owned and hired vehicles and be written on an occurrence basis.

**d.** Any insurance proceeds in excess of or broader than the minimum required coverage and/or minimum required limits which are applicable to a given loss shall be available to City. No representation is made that the minimum insurance requirements of this Agreement are sufficient to cover the obligations of Contractor under this Agreement.

**e.** Each policy of general liability and automotive liability shall provide that City, its officers, officials, agents, and employees are declared to be additional insureds under the terms of the policy, but only with respect to the work performed by Contractor under this Agreement. A policy endorsement to that effect shall be provided to City along with the certificate of insurance. In lieu of an endorsement, City will accept a copy of the policy(ies) which evidences that City is an additional insured as a contracting party. The minimum coverage required by Subsection 18.b and c, above, shall apply to City as an additional insured.

**f.** The insurance policies maintained by Contractor shall be primary insurance and no insurance held or owned by City shall be called upon to cover any loss under the policy. Contractor will determine its own needs in procurement of insurance to cover liabilities other than as stated above.

**g.** Before Contractor performs any work or prepares or delivers any materials, Contractor shall furnish certificates of insurance and endorsements, as required by City, evidencing the aforementioned minimum insurance coverages on forms acceptable to City, which shall provide that the insurance in force will not be canceled or allowed to lapse without at least ten (10) days' prior written notice to City.

**h.** All insurance maintained by Contractor shall be issued by companies admitted to conduct the pertinent line of insurance business in California and having a rating of Grade A or better and Class VII or better by the latest edition of Best Key Rating Guide.

**i.** Contractor shall immediately notify City if any required insurance lapses or is otherwise modified and cease performance of this Agreement unless otherwise directed by City. In such a case, City may procure insurance or self-insure the risk and charge Contractor for such costs and any and all damages resulting therefrom, by way of set-off from any sums owed Contractor.

**j.** Contractor agrees that in the event of loss due to any of the perils for which it has agreed to provide insurance, Contractor shall look solely to its insurance for recovery. Contractor hereby grants to City, on behalf of any insurer providing insurance to either Contractor or City with respect to the services of Contractor herein, a waiver of any right to subrogation which any such insurer may acquire against City by virtue of the payment of any loss under such insurance.

**k.** Contractor shall include all subcontractors, if any, as insureds under its policies or shall furnish separate certificates and endorsements for each subcontractor to City for review and approval. All coverages for subcontractors shall be subject to all of the requirements stated herein.

**19. Termination.** City may for any reason terminate this Agreement by giving Contractor not less than five (5) days' written notice of intent to terminate. Upon receipt of such notice, Contractor shall immediately cease work, unless the notice from City provides otherwise. Upon the termination of this Agreement, City shall pay Contractor for services satisfactorily provided and all allowable reimbursements incurred to the date of termination in compliance with this Agreement, unless termination by City shall be for cause, in which event City may withhold any disputed compensation. City shall not be liable for any claim of lost profits.

**20. Maintenance and Inspection of Records.** In accordance with generally accepted accounting principles, Contractor and its subcontractors shall maintain reasonably full and complete books, documents, papers, accounting records, and other information (collectively, the "records") pertaining to the costs of and completion of services performed under this Agreement. City and its authorized representatives shall have access to and the right to audit and reproduce any of Contractor's records regarding the services provided under this Agreement. Contractor shall maintain all such records for a period of at least three (3) years after termination or completion of this Agreement. Contractor agrees to make available all such records for inspection or audit at its offices during normal business hours and upon three (3) days' notice from City, and copies thereof shall be furnished if requested.

**21. Compliance with Laws/Background.**

**a.** Contractor shall be knowledgeable of and comply with all local, state and federal laws which may apply to the performance of this Agreement.

**b.** The work provided for in this Agreement constitutes a "public works," as that term is defined in Section 1720 of the California Labor Code, for which prevailing wages must be paid, to the extent Contractor's employees will perform any work that falls within any of the

classifications for which the Department of Labor Relations of the State of California promulgates prevailing wage determinations, Contractor hereby agrees that it, and any subcontractor under it, shall pay not less than the specified prevailing rates of wages to all such workers and shall comply with all statutory requirements thereunder. Statutory provisions for penalties for failure to comply with prevailing wage laws will be enforced. The general prevailing wage determinations for crafts can be located on the website of the Department of Industrial Relations ([www.dir.ca.gov/DLSR](http://www.dir.ca.gov/DLSR)). Additionally, to perform work under this Contract, Contractor must meet all State registration requirements and criteria, including project compliance monitoring.

**c.** Contractor represents and warrants that it:

(1) Has complied and shall at all times during the term of this Agreement comply, in all respects, with all immigration laws, regulations, statutes, rules, codes, and orders, including, without limitation, the Immigration Reform and Control Act of 1986 (IRCA); and

(2) Has not and will not knowingly employ any individual to perform services under this Agreement who is ineligible to work in the United States or under the terms of this Agreement; and

(3) Has properly maintained, and shall at all times during the term of this Agreement properly maintain, all related employment documentation records including, without limitation, the completion and maintenance of the Form I-9 for each of Contractor's employees; and

(4) Has responded, and shall at all times during the term of this Agreement respond, in a timely fashion to any government inspection requests relating to immigration law compliance and/or Form I-9 compliance and/or worksite enforcement by the Department of Homeland Security, the Department of Labor, or the Social Security Administration.

**d.** Contractor shall, upon request of City, provide a list of all employees working under this Agreement and shall provide, to the reasonable satisfaction of City, verification that all such employees are eligible to work in the United States. All costs associated with such verification shall be borne by Contractor. Once such request has been made, Contractor may not change employees working under this Agreement without written notice to City, accompanied by the verification required herein for such employees.

**e.** Contractor shall require all subcontractors to make the same representations and warranties as set forth herein.

**f.** If Contractor or subcontractor knowingly employs an employee providing work under this Agreement who is not authorized to work in the United States, and/or fails to follow federal laws to determine the status of such employee, that shall constitute a material breach of this Agreement and may be cause for immediate termination of this Agreement by City.

**g.** All personnel performing any services to City under this Contract shall possess sufficient experience and security records to perform the work at public facilities. Contractor shall conduct and complete, to City's satisfaction, sufficient background checks to ensure no personnel

performing services under this Contract is listed on the National Sex Offender Public Registry (“NSOPR”). Contractor shall monitor personnel security records to ensure no existing or new employees performing services under this Contract are added to the NSOPR or convicted of any crimes that would disqualify them from adhering to conduct conducive to public safety.

**h.** All costs associated with the documentation and verification required herein shall be borne by Contractor. Contractor shall require all subcontractors to provide the same documentation and verification when hired to perform services under this Contract. City has the right, in its sole and absolute discretion, to reject any employee of Contractor assigned to perform services for City, with or without cause, at the time of such assignment or at any time thereafter, and Contractor shall remove that employee from providing services to City to the extent permitted by law and any applicable collective bargaining agreement. City’s rights under this Article shall not be exercised in an arbitrary or capricious manner, or with the intent of forcing a termination of this Contract

**i.** Contractor agrees to indemnify and hold City, its officials, and employees harmless for, of and from any loss, including but not limited to fines, penalties and corrective measures, City may sustain by reason of Contractor's failure to comply with said laws, rules and regulations in connection with the performance of this Agreement.

**22. Governing Law and Venue.** This Agreement shall be construed in accordance with and governed by the laws of the State of California and Contractor agrees to submit to the jurisdiction of California courts. Venue for any dispute arising under this Agreement shall be in Orange County, California.

**23. Integration.** This Agreement constitutes the entire agreement of the parties. No other agreement, oral or written, pertaining to the work to be performed under this Agreement shall be of any force or effect unless it is in writing and signed by both parties. Any work performed which is inconsistent with or in violation of the provisions of this Agreement shall not be compensated.

**24. Notice.** Except as otherwise provided herein, all notices required under this Agreement shall be in writing and delivered personally, by e-mail, or by first class mail, postage prepaid, to each party at the address listed below. Either party may change the notice address by notifying the other party in writing. Notices shall be deemed received upon receipt of same or within 3 days of deposit in the U.S. Mail, whichever is earlier. Notices sent by e-mail shall be deemed received on the date of the e-mail transmission.

“CONTRACTOR”

“CITY”

West Coast Arborists, Inc.  
2200 East Via Burton Street  
Anaheim, CA 92806  
Attn.: Victor Gonzalez

City of Orange  
300 E. Chapman Avenue  
Orange, CA 92866-1591  
Attn.: David Nobbs

Telephone: 714-991-1900 ext. 153  
E-Mail: [vgonzalez@wcainc.com](mailto:vgonzalez@wcainc.com)

Telephone: 714-744-6468  
E-Mail: [dnobbs@cityoforange.org](mailto:dnobbs@cityoforange.org)

**25. Counterparts.** This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Signatures transmitted via facsimile and electronic mail shall have the same effect as original signatures.

**IN WITNESS** of this Agreement, the parties have entered into this Agreement as of the year and day first above written.

**“CONTRACTOR”**

WEST COAST ARBORISTS, INC.,  
a California corporation

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

\*By: \_\_\_\_\_  
Printed Name: \_\_\_\_\_  
Title: \_\_\_\_\_

**“CITY”**

CITY OF ORANGE, a municipal corporation

By: \_\_\_\_\_  
Mark A. Murphy, Mayor

ATTEST:

\_\_\_\_\_  
Pamela Coleman, City Clerk

APPROVED AS TO FORM:

\_\_\_\_\_  
Mary E. Binning  
Senior Assistant City Attorney

**\*NOTE:**      **The City requires the following signature(s) on behalf of the Contractor:**  
--      **(1) the Chairman of the Board, the President or a Vice-President, AND (2) the Secretary, the Chief Financial Officer, the Treasurer, an Assistant Secretary or an Assistant Treasurer. If only one corporate officer exists or one corporate officer holds more than one corporate office, please so indicate. OR**  
--      **The corporate officer named in a corporate resolution as authorized to enter into this Agreement. A copy of the corporate resolution, certified by the Secretary close in time to the execution of the Agreement, must be provided to the City.**

**EXHIBIT “A”**

**SCOPE OF SERVICES & CONTRACTOR’S PROPOSAL**

[Beneath this sheet.]



## ***CITY OF ORANGE***

---

COMMUNITY SERVICES DEPARTMENT    [www.cityoforange.org](http://www.cityoforange.org)    PHONE: (714) 744-7274 • FAX: (714) 744-7251

---

**REQUEST FOR BID (RFB)  
SANTIAGO CREEK TREE AND BRUSH MAINTENANCE  
Bid No. 190-55**

**COMMUNITY SERVICES DEPARTMENT**

230 E. Chapman Ave.  
Orange, CA 92866  
(714) 744-7274

Date: June 18, 2020

---

**PROJECT NAME:**    Santiago Creek Tree and Brush Maintenance

**Location Address:**    Santiago Creek (near intersection of Chapman Ave and Yorba St and west of Hart Park)

**Contact Name:**    David Nobbs-Parks Maintenance Supervisor

**Phone:**    714-532-6468

**E-Mail Address:**    [dnobbs@cityoforange.org](mailto:dnobbs@cityoforange.org)

---

**PROJECT DESCRIPTION:** The City of Orange, CA, a Municipal Corporation, is requesting qualified contractors to provide bids in accordance with plans and specifications prepared by City of Orange staff dated June 18, 2020 for a four (4) year contract to be awarded at or around September 8, 2020. All work shall conform to City of Orange codes, ordinances and standards. The work will generally include, but may not be limited to:

*Performing crown raising or clearance prune to trees or shrubs along the Santiago Creek.*

The purpose of this project is to maintain visibility and creek access to law enforcement and City staff in their efforts to reduce the incidents of trespassing and unlawful encampments, as well as the removal of trash and debris.

**GENERAL PROVISIONS:**

1. **A pre-bid job walk is scheduled for Tuesday, July 7, 2020 at 9:00 a.m. at Grijalva Park (368 N. Prospect Ave. Orange CA 92869). Social distancing will be observed during this job walk.**
2. NOTE: All demolition, construction, and installation work shall be performed in adherence to the landscape specifications as described within this RFB, the City of Orange *Landscape Standards and Specifications*, the City of Orange Park Development Standards and Specifications, both available on the City's website, and the current edition of the CalTrans "Green Book."
3. Contractor shall, at all times, carry valid insurance, which meets all City of Orange insurance requirements as outlined in Attachment 2.
4. All maintenance work shall conform to the specifications contained in the Request for Bids and any subsequent Agreements.
5. The contractor is responsible for carrying all pertinent licenses/permits for accomplishing this work.
6. Working hours will be per City of Orange ordinance. Weekend work will only take place with permission from the City of Orange.
7. The Contractor shall be registered with Department of Industrial Relations (DIR), the State of California per Labor Code Section 177.1(a) at the time of bid. This project is subject to compliance monitoring and enforcement by DIR. Contractor shall pay prevailing wages per the current Department of Industrial Relations wage rate (including all scheduled increases) and furnish Certified Payroll Reports for all workdays.
8. If applies, the contractor shall be required to provide a \$1,500.00 deposit for use of a City water meter on a City fire hydrant, if required. Contractor shall be charged \$2.75/day for water meter rental and shall be responsible for all water charges associated with project. Consumption charge of \$2.59 per hundred cubic feet of water.
9. All vehicles used by the contractor are to be identified with door signs (approx. 20" x 16", magnetic sign okay) or equivalent with the company name and phone number. These need to be visible from both sides of said vehicle.
10. Uniforms: All of contractor's employees shall wear appropriate uniforms at all times while on duty. Uniforms must have the contractor's name.
11. Background/Security: All personnel engaged in performance of this work shall be employees of the contractor and as such shall be warranted to possess sufficient experience and security records to perform this work.

**SCOPE OF WORK AND PROJECT SPECIFICATIONS:**

**Special consideration: Bidder should consider that the vegetation growth, as well as the accumulation of trash and debris may vary from the time of bid submission to the time the notice to proceed is issued.**

**SITE PREPARATION:**

1. The contractor is responsible to become familiar with all existing site conditions at the work site within the creek boundaries including, but not limited to existing amenities, soil, terrain, irrigation, and plant material to remain protected in place. See Attachment 1.
2. Supply all equipment and labor necessary for site cleanup.
3. Creek bed and slope grade shall not be disturbed. Any work causing disturbance of grades shall be only as necessary to conduct the stated scope of work and grade must be repaired and restored to its original condition prior to the completion of work.



4. The contractor shall at all times during construction maintain the job site in a safe and clean condition. Contractor shall remove all construction equipment/tools from the job site daily. If approved by the City, a staging area may be designated for construction equipment to be stored during the scheduled work period.

CROWN RAISING/ CLEARANCE PRUNE:

1. Crown Raising/Clearance Prune: A crown raising or clearance prune is performed when conditions within a tree or shrub are such that a certain condition needs attention. A crown raising or clearance prune does not involve the detail of work found in a full prune. Crown raising or clearance pruning may consist of one or more of the following types:
  - a. Crown raising consists of removing the lower branches of a tree or shrub to provide clearance for visibility.
  - b. Live crown ratio should be no less than 50%.
  - c. Trees and shrubs to be raised to a maximum of 6' from the ground to ensure a clear line of site under the canopy.
  - d. Alternately, clumping native shrubs may be reduced in diameter to 4', and raised from the ground up to a height of 3' off the ground level.
  - e. Alternately, non-native plant material may be cut off at ground level.
2. Dead or Hanging Branches
  - a. Any dead or hanging branches are to be removed regardless of height.
  - b. Alternately, non-native plant material may be cut off at ground level.
3. Dead or Non-Native Palms
  - a. Any dead or non-native palm to be removed regardless of height.
4. Manage Wildlife
  - a. Pruning activities may affect wildlife. Work procedures should be modified as appropriate to avoid disturbing, injuring or killing protected wildlife.
  - b. Work will be scheduled so as not to occur during nesting season.
5. Disposal
  - a. All debris generated by the contractor in the performance of the work shall become the property of the contractor from and after the time of clean-up. The contractor shall lawfully dispose of debris as is consistent with the requirements of AB 939.
  - b. All green waste produced as a result of the contractor's operations under this Agreement shall be reduced, reused, recycled, and/or transformed by Contractor. Weight slips shall be required as proof of final disposal and must be submitted by contractor with each demand for payment. All brush generated from trimming operations shall be recycled where practical.
6. Trash and Debris
  - a. As a separate bid item, remove all manmade trash and debris from each Zone.
  - b. Dispose of all manmade trash and debris in a legal manner.
7. Prevailing Wage Classification
  - a. The intent of this Request for Bid is for the contractor to utilize a combination of "Tree Trimmer" classifications as well as "Landscape Maintenance Laborer" classifications as allowed by the California Department of Industrial Relations.

## 8. Location of Work

- a. The location of the work to be done is outlined in Attachment 1 included in this bid package.
- b. Zone 1 is located in Santiago Creek generally north of Chapman Avenue and south of Walnut Avenue in the City of Orange.
- c. Zones 2 through 4 are located in Santiago Creek south of Chapman Avenue and north of the 55 Freeway in the City of Orange.
- d. Zone 5 is located in Santiago Creek just west of Hart Park.

## 9. Pruning Frequency

**Bidder is to provide two quotes for annual pruning. One quote should be for a complete annual pruning service to be provided between the months of November and April. The second quote should be for the cost of completing the annual pruning service in two separate instances, one after November 1<sup>st</sup> and one prior to April 1<sup>st</sup>.**

**LEGAL NOTICE:**

Formal sealed bids are being invited under our **Bid No. 190-55, Santiago Creek Tree and Brush Maintenance** in accordance with bid forms and specifications available at the office of the City Purchasing Officer, 300 East Chapman Avenue, Orange, California, 92866, at no cost. The publication, "City of Orange Standard Plans and Specifications", latest edition and addendum (a) shall govern the work under this contract and a copy of the City publication is available at the office of the City Engineer at no cost.

The bidder selected by the City for the award of a contract for this Project must be properly licensed in accordance with the laws of the State of California as a General Engineering Contractor (Class A), Landscape Contractor (C-27), or Tree Service Contractor (D-49), at the time of submitting its bid. The City will reject the bid of a bidder as being non-responsive if the bidder does not hold the requisite contractor's license at the time of submitting its bid; such a bidder shall be subject to all legal penalties imposed by law, including, but not limited to, any appropriate disciplinary action by the Contractors' State License Board. In addition, each subcontractor listed by the bidder shall possess, both at the time of the award of a contract to the bidder and at all times when work is performed, a valid contractor's license for the appropriate classification necessary to perform the work for which that subcontractor is listed. Failure of the bidder to deliver evidence to the City prior to the award of a contract for this project that each and every subcontractor listed by the bidder is properly licensed for the classification necessary to perform the work for which that subcontractor is listed, shall constitute a failure to execute the contract and may subject the bidder to all legal penalties imposed by law, including, but not limited to, forfeiture of the security of the bidder.

**SPECIAL INSTRUCTIONS:**

1. The Contractor shall **provide with this RFB a minimum of three (3) references** of **commensurate/equal** tree and brush maintenance work with cities and/or municipalities. References shall represent/include:
  - Work completed within the last five (5) years.
  - A description and location of said tree and brush maintenance work.
  - An approximate cost of said tree and brush maintenance work.
  - A contact person and phone number to verify tree and brush maintenance work.

2. The City reserves the right to reject any contractor who they feel does not meet a qualifying work experience or satisfying references.
3. The City reserves the right to reject at any time any or all bids, or parts thereof, and to waive any variances, technicalities and informalities which do not impair the quality, or performance of the project.
4. The City reserves the right to reject any or all bids, to reject any item in a bid unless an "all or none" basis is specified or to waive any informality or technicality in the bids received.
5. **The successful bidder will be awarded the contract to complete the work in any one zone or combination of zones based on available funding from the City.**

The services constituting the Scope of Work above, represent the maximum level of services to be provided. At any time following execution of a contract, the City reserves the right to decrease or eliminate services and associated compensation based on the needs of the City and amounts budgeted by the City Council. Work is only to be completed as directed in writing, by City Representative.

#### **WHERE AND WHEN TO SUBMIT PROPOSALS**

**Provide response to the above REQUEST FOR BIDS on attached Bid Sheets and return all pages of the Request for Bids, addenda (if applicable), and references. Please provide three copies of bid packets.**

**Bids must be submitted to the City Clerk at 300 E. Chapman Ave., Orange, CA 92866 by 2:00 p.m. on Thursday, July 16, 2020. Responses may be sent via U.S. Mail or delivered in person to the above address.**

The City reserves the right to reject any and all **Bids** and any item on items therein, and to waive any non-conformity of **Bids** with this Request for Bids, whether of a technical or substantive nature, as the interest of the City may require.

**All questions regarding this bid are to be submitted by email to David Nobbs at [dnobbs@cityoforange.org](mailto:dnobbs@cityoforange.org) by Thursday, July 9, 2020 at 12:00 p.m.**

#### **TIME LINE (APPROXIMATE):**

- |  |                            |
|--|----------------------------|
| 1. Job walk:                                     | July 7, 2020 at 9:00 a.m.  |
| 2. Deadline for questions regarding Project/RFB: | July 9, 2020 at 12:00 p.m. |
| 3. Bids due:                                     | July 16, 2020 by 2:00 p.m. |



*Tree Care Professionals Serving Communities Who Care About Trees*

www.WCAINC.com

July 15, 2020

City of Orange

**Attn: City Clerk**

300 E. Chapman Ave.

Orange, CA 92866

**RE: RFB: Santiago Creek Tree and Brush Maintenance Bid No. 190-55**

**Due: Thursday, July 16, 2020 at 2:00PM**

To whom it may concern;

Thank you for allowing West Coast Arborists, Inc. (WCA) with the opportunity to submit a proposal for tree maintenance services for the City of Orange. WCA is a family-owned and operated company employing over 950 full-time employees providing various tasks to achieve one goal: serving communities who care about trees and landscape. We have reviewed, understand, and agree to the terms and conditions described in this RFP. We also hereby acknowledge that we meet the minimum requirements and responded to each of these requirements to the best of our ability.

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

WCA has a 48-year track record of working for more than 300 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Boards under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). We currently employ over 80 Certified Arborists and over 140 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. Should we be awarded this project, we shall use full-time, in-house employees; no subcontractors will be used. Federal ID: #95-3250682.

Our employees will operate from one of our seven California Offices: Stockton Office, 3625 E. Stevenson Avenue, Stockton, CA 95205. 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](mailto:vgonzalez@wcainc.com). Kris Burbidge, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (714) 920-0567 or [kburbidge@wcainc.com](mailto:kburbidge@wcainc.com).

Sincerely,

Patrick Mahoney,  
President

**West Coast Arborists, Inc.**

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745

**RFB 190-55 Santiago Creek Tree and Brush Maintenance**  
**BID SHEET**

Date: 07/15/2020

Bid Submitted by: Victor Gonzalez

Company Name: West Coast Arborists, Inc.

Contact Name: Victor Gonzalez

Address: 2200 East Via Burton  
Anaheim, CA 92806

Phone #: (714) 991-1900

E-mail Address: vgonzalez@wcainc.com

  
 \_\_\_\_\_  
 Signature of Responsible Officer or Employee

Patrick Mahoney, President

Print Name

The stated bid amount below constitutes the total dollar amount to perform the work described in the above scope of services to include all that is required to provide the work product and/or install all materials required to complete the work to a professional workmanship standard, and to install and apply all materials per all manufacturer's specifications and recommendations.

Contractor represents and warrants that it has thoroughly investigated and considered the scope of services and fully understands the difficulties and restrictions in performing the work. Contractor represents that it is experienced in performing the work and will follow professional standards in performance of the work. All services provided shall conform to all federal, state and local laws, rules and regulations and to the best professional standards and practices.



**YEAR 1: Santiago Creek Tree and Brush Maintenance**

Contractor will provide tree and brush clearance per Scope of Work and Specifications for the amount listed below.

Lump sum bid amount if project area is completed in its entirety (Zones 1-6).

**Zones 1-6.** BID AMOUNT Eighty Two Thousand, Five Hundred \$ 82,500.00

WRITTEN FORM

Bid amounts below should reflect the cost of performing work in any one zone or combination of zones, assuming award is based on City funding and not inclusive of all zones.

**Zone 1.** BID AMOUNT Twenty Thousand, Six Hundred Twenty Five \$ 20,625.00

WRITTEN FORM

**Zone 2.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00

WRITTEN FORM

**Zone 3.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00

WRITTEN FORM

**Zone 4.** BID AMOUNT Sixteen Thousand, Five Hundred \$ 16,500.00

WRITTEN FORM

**Zone 5.** BID AMOUNT Eight Thousand, Two Hundred Fifty \$ 8,250.00

WRITTEN FORM

**Zone 6.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00

WRITTEN FORM

**Hourly crew rate (in the event that additional work is needed):** \$90 Per Man Hour

**List crew positions and equipment utilized by crew to complete work:** Crew positions (number of each type of position): 1.) Groundperson (x2) 2.) Tree Trimmer (x2)

3.) Senior Tree Trimmer(Foreman) (x1) 4.) Area Manager(x1) 5.) Area Supervisor (x2)

Equipment: Aerial Tower (x2), Dump Truck(x1), Brush Chipper(x1) Pickup Truck(x1) Hand Tools

**Removal of All Manmade Trash and Debris**

Lump sum bid amount if project area is completed in its entirety (Zones 1-6).

**Zones 1-6.** BID AMOUNT Twelve Thousand, Five Hundred \$ 12,500.00

WRITTEN FORM

Bid amounts below should reflect the cost of performing work in any one zone or combination of zones, assuming award is based on City funding and not inclusive of all zones.

**Zone 1.** BID AMOUNT Three Thousand, One Hundred Twenty Five \$ 3,125.00

WRITTEN FORM

**Zone 2.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00

WRITTEN FORM

**Zone 3.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00

WRITTEN FORM

**Zone 4.** BID AMOUNT Two Thousand, Five Hundred \$ 2,500.00

WRITTEN FORM

**Zone 5.** BID AMOUNT One Thousand, Two Hundred Fifty \$ 1,250.00

WRITTEN FORM

**Zone 6.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00

WRITTEN FORM

**Hourly crew rate (in the event that additional work is needed):** \$90 Per Man Hour

**List crew positions and equipment utilized by crew to complete work:** Crew positions (number of each type of position): 1.) Groundperson (x2) 2.) Tree Trimmer (x2)

3.) Senior Tree Trimmer(Foreman) (x1) 4.) Area Manager(x1) 5.) Area Supervisor (x2)

Equipment: Aerial Tower (x2), Dump Truck(x1), Brush Chipper(x1) Pickup Truck(x1) Hand Tools

**YEAR 2: Santiago Creek Tree and Brush Maintenance**

Contractor will provide tree and brush clearance per Scope of Work and Specifications for the amount listed below.

Lump sum bid amount if project area is completed in its entirety (Zones 1-6).

**Zones 1-6.** BID AMOUNT Eighty Two Thousand, Five Hundred \$ 82,500.00

WRITTEN FORM

Bid amounts below should reflect the cost of performing work in any one zone or combination of zones, assuming award is based on City funding and not inclusive of all zones.

**Zone 1.** BID AMOUNT Twenty Thousand, Six Hundred Twenty Five \$ 20,625.00

WRITTEN FORM

**Zone 2.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00

WRITTEN FORM

**Zone 3.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00

WRITTEN FORM

**Zone 4.** BID AMOUNT Sixteen Thousand, Five Hundred \$ 16,500.00

WRITTEN FORM

**Zone 5.** BID AMOUNT Eight Thousand, Two Hundred Fifty \$ 8,250.00

WRITTEN FORM

**Zone 6.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00

WRITTEN FORM

**Hourly crew rate (in the event that additional work is needed):** \$90 Per Man Hour

**List crew positions and equipment utilized by crew to complete work:** Crew positions (number of each type of position): 1.) Groundperson (x2) 2.) Tree Trimmer (x2)

3.) Senior Tree Trimmer(Foreman) (x1) 4.) Area Manager(x1) 5.) Area Supervisor (x2)

Equipment: Aerial Tower (x2), Dump Truck(x1), Brush Chipper(x1) Pickup Truck(x1) Hand Tools

**Removal of All Manmade Trash and Debris**

Lump sum bid amount if project area is completed in its entirety (Zones 1-6).

**Zones 1-6.** BID AMOUNT Twelve Thousand, Five Hundred \$ 12,500.00

WRITTEN FORM

Bid amounts below should reflect the cost of performing work in any one zone or combination of zones, assuming award is based on City funding and not inclusive of all zones.

**Zone 1.** BID AMOUNT Three Thousand, One Hundred Twenty Five \$ 3,125.00

WRITTEN FORM

**Zone 2.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00

WRITTEN FORM

**Zone 3.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00

WRITTEN FORM

**Zone 4.** BID AMOUNT Two Thousand, Five Hundred \$ 2,500.00

WRITTEN FORM

**Zone 5.** BID AMOUNT One Thousand, Two Hundred Fifty \$ 1,250.00

WRITTEN FORM

**Zone 6.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00

WRITTEN FORM

**Hourly crew rate (in the event that additional work is needed):** \$90 Per Man Hour

**List crew positions and equipment utilized by crew to complete work:** Crew positions (number of each type of position): 1.) Groundperson (x2) 2.) Tree Trimmer (x2)

3.) Senior Tree Trimmer(Foreman) (x1) 4.) Area Manager(x1) 5.) Area Supervisor (x2)

Equipment: Aerial Tower (x2), Dump Truck(x1), Brush Chipper(x1) Pickup Truck(x1) Hand Tools



**YEAR 3: Santiago Creek Tree and Brush Maintenance**

Contractor will provide tree and brush clearance per Scope of Work and Specifications for the amount listed below.

Lump sum bid amount if project area is completed in its entirety (Zones 1-6).

**Zones 1-6.** BID AMOUNT Eighty Two Thousand, Five Hundred \$ 82,500.00  
WRITTEN FORM

Bid amounts below should reflect the cost of performing work in any one zone or combination of zones, assuming award is based on City funding and not inclusive of all zones.

**Zone 1.** BID AMOUNT Twenty Thousand, Six Hundred Twenty Five \$ 20,625.00  
WRITTEN FORM

**Zone 2.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00  
WRITTEN FORM

**Zone 3.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00  
WRITTEN FORM

**Zone 4.** BID AMOUNT Sixteen Thousand, Five Hundred \$ 16,500.00  
WRITTEN FORM

**Zone 5.** BID AMOUNT Eight Thousand, Two Hundred Fifty \$ 8,250.00  
WRITTEN FORM

**Zone 6.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00  
WRITTEN FORM

**Hourly crew rate (in the event that additional work is needed):** \$90 Per Man Hour

**List crew positions and equipment utilized by crew to complete work:** Crew positions (number of each type of position): 1.) Groundperson (x2) 2.) Tree Trimmer (x2)

3.) Senior Tree Trimmer(Foreman) (x1) 4.) Area Manager(x1) 5.) Area Supervisor (x2)

Equipment: Aerial Tower (x2), Dump Truck(x1), Brush Chipper(x1) Pickup Truck(x1) Hand Tools

**Removal of All Manmade Trash and Debris**

Lump sum bid amount if project area is completed in its entirety (Zones 1-6).

**Zones 1-6.** BID AMOUNT Twelve Thousand, Five Hundred \$ 12,500.00  
WRITTEN FORM

Bid amounts below should reflect the cost of performing work in any one zone or combination of zones, assuming award is based on City funding and not inclusive of all zones.

**Zone 1.** BID AMOUNT Three Thousand, One Hundred Twenty Five \$ 3,125.00  
WRITTEN FORM

**Zone 2.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00  
WRITTEN FORM

**Zone 3.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00  
WRITTEN FORM

**Zone 4.** BID AMOUNT Two Thousand, Five Hundred \$ 2,500.00  
WRITTEN FORM

**Zone 5.** BID AMOUNT One Thousand, Two Hundred Fifty \$ 1,250.00  
WRITTEN FORM

**Zone 6.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00  
WRITTEN FORM

**Hourly crew rate (in the event that additional work is needed):** \$90 Per Man Hour

**List crew positions and equipment utilized by crew to complete work:** Crew positions (number of each type of position): 1.) Groundperson (x2) 2.) Tree Trimmer (x2)

3.) Senior Tree Trimmer(Foreman) (x1) 4.) Area Manager(x1) 5.) Area Supervisor (x2)

Equipment: Aerial Tower (x2), Dump Truck(x1), Brush Chipper(x1) Pickup Truck(x1) Hand Tools



**YEAR 4: Santiago Creek Tree and Brush Maintenance**

Contractor will provide tree and brush clearance per Scope of Work and Specifications for the amount listed below.

Lump sum bid amount if project area is completed in its entirety (Zones 1-6).

**Zones 1-6.** BID AMOUNT Eighty Two Thousand, Five Hundred \$ 82,500.00  
WRITTEN FORM

Bid amounts below should reflect the cost of performing work in any one zone or combination of zones, assuming award is based on City funding and not inclusive of all zones.

**Zone 1.** BID AMOUNT Twenty Thousand, Six Hundred Twenty Five \$ 20,625.00  
WRITTEN FORM

**Zone 2.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00  
WRITTEN FORM

**Zone 3.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00  
WRITTEN FORM

**Zone 4.** BID AMOUNT Sixteen Thousand, Five Hundred \$ 16,500.00  
WRITTEN FORM

**Zone 5.** BID AMOUNT Eight Thousand, Two Hundred Fifty \$ 8,250.00  
WRITTEN FORM

**Zone 6.** BID AMOUNT Twelve Thousand, Three Hundred Seventy Five \$ 12,375.00  
WRITTEN FORM

**Hourly crew rate (in the event that additional work is needed):** \$90 Per Man Hour

**List crew positions and equipment utilized by crew to complete work:** Crew positions (number of each type of position): 1.) Groundperson (x2) 2.) Tree Trimmer (x2)

3.) Senior Tree Trimmer(Foreman) (x1) 4.) Area Manager(x1) 5.) Area Supervisor (x2)

Equipment: Aerial Tower (x2), Dump Truck(x1), Brush Chipper(x1) Pickup Truck(x1) Hand Tools

**Removal of All Manmade Trash and Debris**

Lump sum bid amount if project area is completed in its entirety (Zones 1-6).

**Zones 1-6.** BID AMOUNT Twelve Thousand, Five Hundred \$ 12,500.00  
WRITTEN FORM

Bid amounts below should reflect the cost of performing work in any one zone or combination of zones, assuming award is based on City funding and not inclusive of all zones.

**Zone 1.** BID AMOUNT Three Thousand, One Hundred Twenty Five \$ 3,125.00  
WRITTEN FORM

**Zone 2.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00  
WRITTEN FORM

**Zone 3.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00  
WRITTEN FORM

**Zone 4.** BID AMOUNT Two Thousand, Five Hundred \$ 2,500.00  
WRITTEN FORM

**Zone 5.** BID AMOUNT One Thousand, Two Hundred Fifty \$ 1,250.00  
WRITTEN FORM

**Zone 6.** BID AMOUNT One Thousand, Eight Hundred Seventy Five \$ 1,875.00  
WRITTEN FORM

**Hourly crew rate (in the event that additional work is needed):** \$90 Per Man Hour

**List crew positions and equipment utilized by crew to complete work:** Crew positions (number of each type of position): 1.) Groundperson (x2) 2.) Tree Trimmer (x2)

3.) Senior Tree Trimmer(Foreman) (x1) 4.) Area Manager(x1) 5.) Area Supervisor (x2)

Equipment: Aerial Tower (x2), Dump Truck(x1), Brush Chipper(x1) Pickup Truck(x1) Hand Tools

## LIST OF SUBCONTRACTS

- A. ☐ The undersigned intends to subcontract a portion of this project to the following subcontracts (Note: Refer to Section 2.3 of the Standard Specifications and Section 4100 through 4113 of the California Contract Code for SUBCONTRACT DISCLOSURE REQUIREMENTS).

NAME OF SUBCONTRACTOR AND ADDRESS	LICENSE NO.	BID ITEM NUMBER(s)	PERCENT OF BID ITEM SUBBED	CHECK IF SPECIALITY	DESCRIBE WORK WHEN LESS THAN 100% OF WORK IS SUBBED	\$ AMOUNT BASED ON BID AMOUNT
NONE TO BE USED	N/A	N/A	N/A		N/A	\$

- B. ☒ The undersigned DOES NOT INTEND to subcontract any portion of this project.

NOTE: The bidder shall check Box A or B as applicable. If the bidder does not check either box, it will be deemed that he has checked Box B.

  
 Signature of the Bidder  
 Patrick Mahoe, President

## PUBLIC CONTRACT CODE

### Public Contract Code Section 10285.1 Statement

In conformance with Public Contract Code Section 10285.1 (Chapter 376, Stats. 1985), the bidder hereby declares under penalty of perjury under the laws of the State of California that the bidder has \_\_\_\_, has not ☒ been convicted

within the preceding three years of any offenses referred to in that section, including any charge of fraud, bribery, collusion, conspiracy, or any other act in violation of any state or Federal antitrust law in connection with the bidding upon, award of, or performance of, any public works contract, as defined in Public Contract Code Section 1101, with any public entity, as defined in Public Contract Code Section 1100, including the Regents of the University of California or the Trustees of the California State University. The term "bidder" is understood to include any partner, member, officer, director, responsible managing officer, or responsible managing employee thereof, as referred to in Section 10285.1.

Note: The bidder must place a check mark after "has" or "has not" in one of the blank spaces provided. The above Statement is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

### Public Contract Code Section 10162 Questionnaire

In conformance with Public Contract Code Section 10162, the Bidder shall complete, under penalty of perjury, the following questionnaire:

Has the bidder, any officer of the bidder, or any employee of the bidder who has a proprietary interest in the bidder, ever been disqualified, removed, or otherwise prevented from bidding on, or completing a federal, state, or local government project because of a violation of law or a safety regulation?

Yes \_\_\_\_ No ☒

If the answer is yes, explain the circumstances in the following space.

### Public Contract Code 10232 Statement

In conformance with Public Contract Code Section 10232, the Contractor, hereby states under penalty of perjury, that no more than one final unappealable finding of contempt of court by a federal court has been issued against the Contractor within the immediately preceding two year period because of the Contractor's failure to comply with an order of a federal court which orders the Contractor to comply with an order of the National Labor Relations Board.

Note: The above Statement and Questionnaire are part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Statement and Questionnaire. Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.



## **Non-collusion Affidavit**

(Title 23 United States Code Section 112 and  
Public Contract Code Section 7106)

To the CITY OF ORANGE – DEPARTMENT OF COMMUNITY SERVICES

In conformance with Title 23 United States Code Section 112 and Public Contract Code 7106 the bidder declares that the bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation; that the bid is genuine and not collusive or sham; that the 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 the bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the 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 the bid are true; and, further, that the bidder has not, directly or indirectly, submitted his or her 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 to any corporation, partnership, company association, organization, bid depository, or to any member or agent thereof to effectuate a collusive or sham bid.

Note: The above Non-collusion Affidavit is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Non-collusion Affidavit.

Bidders are cautioned that making a false certification may subject the certifier to criminal prosecution.

## DEBARMENT AND SUSPENSION CERTIFICATION

TITLE 49, CODE OF FEDERAL REGULATIONS, PART 29

The bidder, under penalty of perjury, certifies that, except as noted below, he/she or any other person associated therewith in the capacity of owner, partner, director, officer, manager:

- is not currently under suspension, debarment, voluntary exclusion, or determination of ineligibility by any Federal agency;
- has not been suspended, debarred, voluntarily excluded or determined ineligible by any Federal agency within the past 3 years;
- does not have a proposed debarment pending; and
- has not been indicted, convicted, or had a civil judgement rendered against it by a court of competent jurisdiction in any matter involving fraud or official misconduct within the past 3 years.

If there are any exceptions to this certification, insert the exceptions in the following space.

Exceptions will not necessarily result in denial of award, but will be considered in determining bidder responsibility. For any exception noted above, indicate below to whom it applies, initiating agency, and dates of action.

Notes: Providing false information may result in criminal prosecution or administrative sanctions.

The above certification is part of the Proposal. Signing this Proposal on the signature portion thereof shall also constitute signature of this Certification.

---

The undersigned bidder hereby represents as follows:

That no Councilman, officer, agent, or employee of the City of Orange, is personally interested, directly or indirectly, in the Contract, or the compensation to be paid hereunder:

That this bid is made without connection with any person, firm or corporation making a bid for the same work, and is in all respects fair, and without collusion or fraud.

By my signature on this proposal I certify, under penalty of perjury under the laws of the State of California, that the foregoing questionnaire and statements of Public Contract Code Sections 10162, 10232 and 10285.1 are true and correct and that the bidder has complied with the requirements of Section 8103 of the Fair Employment and Housing Commission Regulations (Chapter 5, Title 2 of the California Administrative Code). By my signature on this proposal I further certify, under penalty of perjury under the laws of the State of California and the United States of America, that the Noncollusion Affidavit required by Title 23 United States Code, Section 112 and Public Contract Code Section 7106; and the Title 49 Code of Federal Regulations, Part 29 Debarment and Suspension Certification are true and correct.

Date: 07/15/2020

**Sign**



**Here**

Patrick Mahoney, President

Richard Mahoney, Secretary

Rose Epperson, Treasurer

Signature and Title of Bidder

(If an individual, so state. If a firm or co-partnership, state the firm name and give the names of all individual co-partners composing the firm. If a corporation, state legal name of corporation, also names of President, Secretary, Treasurer and Manager thereof).

NAME OF BIDDER West Coast Arborists, Inc.

BUSINESS P.O. BOX N/A

CITY, STATE, ZIP N/A

BUSINESS STREET ADDRESS 2200 East Via Burton

(Please include even if P.O. Box is used)

CITY, STATE, ZIP Anaheim, CA 92806

PLACE OF BUSINESS (Include City & State) Anaheim, California

PLACE OF RESIDENCE (Include City & State) Anaheim, California

Telephone No. (714) 991-1900

Fax No. (714) 956-3745

Licensed in accordance with an Act providing for the registration of Contractors.

LICENSE NUMBER 366764

LICENSE CLASS C61/D47, C27



## INFORMATION REQUIRED OF BIDDER

The bidder is required to supply the following information. Additional sheets may be attached if necessary.

1. State the number of consecutive years of experience as a licensed general building contractor holding a Class A, Landscape Contractor (C-27), or Tree Service Contractor (D-49), license in the State of California: 48 Years
2. List at least three (3) projects you have completed as the prime contractor that are similar to the project that is the subject of this invitation to bid in terms of construction type and/or method, size of project with respect to area or volume, and contract dollar amount. Such experience shall have been acquired within the past five (5) years prior to the date of submittal of this bid:

CONTRACT AMOUNT	CLASS OF WORK	DATE COMPLETED	NAME, ADDRESS and PHONE
			NUMBER OF OWNER
1. <u>\$400,000.00</u>	<u>Tree Maintenance Services</u>	<u>Current</u>	<u>Jerry Sollom 30111 Crown Valley Pkwy., Laguna Niguel, CA 92677 (949) 362-4349</u>
2. <u>\$4,300,000.00</u>	<u>Tree Maintenance Services</u>	<u>Current</u>	<u>Nathan Birdwell 38126 N. Sierra Highway, Palmdale, CA 93550 (661) 974-7173 x. 257</u>
3. <u>\$985,000.00</u>	<u>Tree Maintenance Services</u>	<u>Current</u>	<u>Randy Menzel P.O. Box 190, Huntington Beach, CA 92648 (714) 596-4316</u>
4. _____	_____	_____	_____
5. _____	_____	_____	_____
6. _____	_____	_____	_____

3. For the projects you have described in Item No. 2, above, please give a description of the scope of work performed by you as the prime contractor:
  1. WCA provides complete tree maintenance services for the City. Maintaining nearly 6,000 of the City-owned trees. Providing services including but not limited to removals, planting and emergency urban forestry services
  2. WCA trims nearly 25,000 trees of LA county's 500,000 tree population annually. We also perform tree removals and tree planting on an as-needed basis, palm tree inspection & bird nesting inspections.
  3. WCA provides complete urban forestry management for more than 60,000 trees, including but not limited to tree pruning, removals, planting and emergency services.
  4. \_\_\_\_\_
  5. \_\_\_\_\_
4. If requested by the City of Orange, the Bidder shall furnish a notarized financial statement, financial data, or other information and references sufficiently comprehensive to permit an appraisal of his current financial conditions.
5. Bidder shall signify receipt of all Addenda here, if any. (NOTE: Any verbal instructions given to bidder inquiries in the form of addenda will be acknowledged by the bidders on written addenda available at the place of the bid opening 30 minutes prior to the bid opening.)

ADDENDUM	DATE RECEIVED	BIDDER'S SIGNATURE
<u>#1</u>	<u>06/22/2020</u>	<u>Patrick Mahoney, President</u>
<u>#2</u>	<u>07/13/2020</u>	<u>Patrick Mahoney, President</u>
_____	_____	_____



*Tree Care Professionals Serving Communities Who Care About Trees*

[www.WCAINC.com](http://www.WCAINC.com)

<small>STATE OF CALIFORNIA</small>		<b>CONTRACTORS STATE LICENSE BOARD</b>		
<b>dca</b>		<b>ACTIVE LICENSE</b>		
<small>DEPARTMENT OF CONSUMER AFFAIRS</small>				
License Number	<b>366764</b>	Entity	<b>CORP</b>	
Business Name	<b>WEST COAST ARBORISTS INC</b>			
Classification(s)	<b>C61/D49 C27</b>			
Expiration Date	<b>12/31/2020</b>	<a href="http://www.cslb.ca.gov">www.cslb.ca.gov</a>		

**West Coast Arborists, Inc.**

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745





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  
 07/01/19  
 Registration expiration date  
 06/30/22  
 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  
 vgonzalez@wcalnc.com  
 Trade Name/DBA  
 License Number (s)  
 CSLB 366764

## Registration History

Effective Date	Expiration Date
05/29/18	06/30/19
06/07/17	06/30/18
06/09/16	06/30/17
06/26/15	06/30/16
08/19/14	06/30/15
07/01/19	06/30/22

**EXHIBIT “B”**

**COMPENSATION FOR SERVICES**

[Beneath this sheet.]

**Compensation for WEST COAST ARBORISTS, INC.****Santiago Creek Tree and Brush Maintenance Bid No. 190-55****Four-Year Term****October 1, 2020 to September 30, 2024**

<b>Year 1: 10/2020 through 9/2021</b>	<b>Up to \$75,000</b>
<b>Year 2: 10/2021 through 9/2022</b>	<b>Up to \$75,000</b>
<b>Year 3: 10/2022 through 9/2023</b>	<b>Up to \$75,000</b>
<b>Year 4: 10/2023 through 9/2024</b>	<b>Up to \$75,000</b>

At any time following execution of a contract, the City reserves the right to decrease or eliminate services and associated compensation based on the needs of the City and amounts budgeted by the City Council. Work is only to be completed as directed in writing, by City Representative.

Through a prioritization approach, the City's Project Manager will coordinate with the contractor the creek zones that constitute the scope of work to be performed annually by the contractor.