PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of ____, 2012 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and West Coast Arborists, a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to have Consultant provide tree maintenance services, including trimming, pruning, planting and removal, as described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement; and

E. WHEREAS, the parties are currently parties to an Agreement dated October 4, 1993, as last amended June 5, 2007, for tree maintenance services (the "Original Agreement"), and this Agreement is intended to supersede and replace the Original Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal (the "Proposal") dated February 1, 2012. A copy of the City City's Request for Proposals and the Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference. Should the City desire to increase, reduce or change the type or frequency of tree maintenance services, Contractor shall make such reductions as requested by City upon a minimum of ten (10) days' written notice, except in cases of emergency, and Contractor's compensation shall be adjusted based upon the increase or decrease in the level of service, at the rates reflected in Contractor's proposal or as then may be in effect, or otherwise as agreed by the parties.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by

professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Prevailing Wages. Consultant shall pay not less than the prevailing rates of wages to all workers employed by him in the execution of this Agreement. The Consultant will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive, (Laws and Regulations governing the payment of prevailing wages). The Consultant shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Consultant and any of its subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Consultant shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. The provisions of Article 2 and 3, Division 2, Chapter 1 of the Labor Code, State of California, are made by this reference a part of this Agreement.

1.5. Performance Bond. A performance bond shall be required to be issued to ensure Consultant's performance under this Agreement. The amount of the performance bond shall be $420,000.00 and shall be issued by an admitted surety insurer as defined by the Code of Civil Procedure Section 995.120.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code Section 1735.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. Contractor shall be compensated in the maximum amount of $420,000 per year for the first two years of this Agreement, with compensation to include all personnel costs, equipment costs, disposal fees, depreciation, etc. For the remaining term of the agreement, including any authorized extensions thereof, compensation on an annual basis may be increased by only by any increase in the cost of living based on the Consumer Price Index increase for the prior year utilizing the standard as established by the Bureau of Labor Statistics of the U.S. Department of Labor for all urban consumers in the Los Angeles - Anaheim - Riverside area, or another mutually agreed upon index based on comparable data should the Consumer Price Index established by the Bureau of Labor Statistics be unavailable. Compensation shall be increased or decreased for services actually provided as may be changed from time to time in writing by City as set forth in Section 1.1 above. The unit prices contained in Exhibit B shall be used to determine the compensation for additional or decreased services.

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable. The unit prices contained in Exhibit B shall govern compensation for any additional services except as otherwise agreed in writing.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the date of service.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "C" attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of five (5) years, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to three periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, maintenance, trimming, planting and removal reports and logs shall be delivered to the City within ten (10) days of delivery of termination notice to Consultant, at no cost to City.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Three Million Dollars ($3,000,000.00), combined single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

(b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48

hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
West Coast Arborists 2200 E. Via Burton Anaheim, CA 92806	City of Costa Mesa 77 Fair Drive Costa Mesa, CA 92626
Tel: 714-991-1900 Fax: 714-956-3745 Attn: Randy Thompson	Tel: 714-754-5156 Fax: 714-754-5330 Attn: Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit "B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to,

or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers).

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims. "Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing. The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification: In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City, except for those employees who leave City employment voluntarily or through layoff, while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent

jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
City Manager of Costa Mesa

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

EXHIBIT A

CONSULTANT'S PROPOSAL

REQUEST FOR PROPOSAL

FOR

URBAN FORESTRY MANAGEMENT

Public Services Department
CITY OF COSTA MESA

Released on December 16, 2011

The referenced document has been modified as per the attached Amendment No. 1

Please sign this Amendment where designated and return the executed copy with submission of your proposal. This amendment is hereby made part of the referenced proposal as through fully set forth therein. Any questions regarding this amendment should be addressed to Richard Amadril, email ramadril@ci.costa-mesa.ca.us.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	December 16, 2011
Deadline for Written Questions	January 4, 2012
Responses to Questions Posted on Web	January 11, 2012
~~Proposals are Due~~	~~January 19, 2012~~
Proposals are Due	February 2. 2012
~~Interview (if held)~~	~~February 8, 2012~~
Interview (if held)	February 22, 2012
Approval of Contract	TBD

All dates are subject to change at the discretion of the City

All other provisions of the invitation of this proposal shall remain in their entirety. Vendors hereby acknowledge receipt and understanding of the above Amendment.

_____
Signature Date

_____
Company Name

_____
Typed Name and Title

_____

_____
Address

REQUEST FOR PROPOSAL

FOR

URBAN FORESTRY MANAGEMENT

Public Services Department
CITY OF COSTA MESA

Released on December 16, 2011

URBAN FORESTRY MANAGEMENT
REQUEST FOR PROPOSAL (RFP)

Dear Proposers:

The City of Costa Mesa (hereinafter referred to as the "City") is requesting proposals from qualified agencies to provide Urban Forestry Management services to the Community. The City is interested in exploring all viable alternatives for these services, in particular alternatives that maintain the already high standard for managing the City's street trees, while also addressing concerns of ability to pay, cost containment, service duplication, and regional cooperation.

1. BACKGROUND

On March 1, 2011, the City Council agreed to move forward with a comprehensive review and analysis of outsourcing 18 City services, one of which is Fire Services, as outlined in the *Outsourcing of City Services Council Agenda Report*, dated February 24, 2011.

The City of Costa Mesa is a general law city, which operates under the council/manager form of government with a General Fund budget of over $94 million and a total of over $107 million of fiscal year 2010-2011.

The City of Costa Mesa, incorporated in 1953, has an estimated population of 116,479 and has a land area of 16.8 square miles. It is located in the southern coastal area of Orange County, California, and is bordered by the cities of Santa Ana, Newport Beach, Huntington Beach, Fountain Valley and Irvine.

The City is a "full service city" and provides a wide range of services. These services include: police and fire protection; animal control; emergency medical aid; building safety regulation and inspection; street lighting; land use planning and zoning; housing and community development; maintenance and improvement of streets and related structures; traffic safety maintenance and improvement; and full range of recreational and cultural programs.

The City of Costa Mesa is home to the Segerstrom Center for the Arts, Orange County Fairgrounds, South Coast Repertory Theater and the South Coast Plaza Shopping Center, which is the single largest commercial activity center in the City. The volume of sales generated by South Coast Plaza secures its place as the highest volume regional shopping center in the nation.

The City of Costa Mesa is soliciting Requests for Proposals from qualified firms to provide annual services for a comprehensive urban forest maintenance and management program that includes, but is not limited to the inventory management, electronic record keeping, scheduling, pruning, removal and replacement of trees, within the City's urban forest, which is comprised of approximately 22,500 public street trees, park trees and palms.

Proposals must be submitted in the format provided within this document by the City of Costa Mesa. Submission of a proposal will be deemed a binding offer to enter into a contract on the terms contained therein for 180 days from the closing date for accepting proposals.

The purpose of this comprehensive tree management and maintenance contract is to provide the City of Costa Mesa with high quality, cost effective tree care and excellent customer service to the community. The selected firm will work closely with the City Arborist and other City staff to insure the most appropriate care and maintenance of the City's urban forest is provided, with sensitivity to the City of Costa Mesa, its residents, businesses and visitors.

It is the intent of the City to award a contract, in a form approved by the City Attorney, to the selected firm. The City reserves the right to further negotiate the terms and conditions of the contract following the submittal of proposals. The City shall preserve the right to reject any proposal for noncompliance with contract requirements and provisions, or to not award a contract because of unforeseen circumstances or if it is determined to be in the best interest of the City. This contract will be awarded based on demonstrated ability and performance providing similar services at a fair and reasonable cost. This contract may not be awarded to the lowest Proposer. The City Council will approve as part of the annual budget an annual contract amount. The City does not guarantee a specific amount of work and the quantity of work may increase or decrease depending on the annual needs of the City's Urban Forest.

2. SCHEDULE OF EVENTS

This request for proposal will be governed by the following schedule:

Release of RFP	December 16, 2011
Deadline for Written Questions	January 4, 2012
Responses to Questions Posted on Web	January 11, 2012
Proposals are Due	January 19, 2012
Interview (if held)	February 8, 2012
Award of Contract	TBD

3. SCOPE OF WORK

COMPREHENSIVE URBAN FOREST MAINTENANCE & MANAGEMENT PROGRAM

1. **Terms & Conditions:**

Contract period: Five (5) years, effective Date 2011 through Date 2016 with the option to renew for three (3) additional one (1) year periods. An awarded contract may be renewed three times on an annual basis, by mutual agreement of both parties. The City does not have to give reason if it elects not to renew. Contract term not to exceed eight (8) years.

Prevailing Wage: It shall be mandatory upon the Contractor to whom the contract is awarded to pay not less than the prevailing rates of wages to all workers employed by him in the execution of the contract. The Contractor will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive. (Laws and Regulations governing the payment of prevailing wages). The Contractor shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Contractor and any of their subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Contractor shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. The provisions of Article 2 and 3, Division 2, Chapter

1 of the Labor Code, State of California, are made by this reference a part of this solicitation.

2. Project Requirements

The Contractor will be required to perform and complete the proposed urban forestry maintenance program in a thorough and professional manner, and to provide all labor, tools, equipment, materials and supplies necessary to complete all the work in a timely manner that will meet the City's requirements.

A. Tree Inventory

Upon contract award, the successful Proposer shall be required to provide a complete update of the City's tree inventory at no additional cost to the City and submit the completed inventory to the City within 3 months of the contract award. The tree inventory data shall conform to the existing tree inventory database and include but not be limited to the following data fields:

1. Tree Location

   A GPS tree inventory shall be created with a new database using the City's standardized addressing system for all parks and open space areas. The Contractor shall be required to create an ESRI ArcView/ArcGIS compatible "shape file".

   The inventory shall be capable of showing the location of every existing tree site and vacancies on the City's existing GIS base maps (streets, parcels, addresses, ROW and hardscape, etc.).

   The tree inventory shall be conducted by visiting each tree site or vacant planting site and plot the position. The data shall be compatible with the latest version of ArcView. The minimum accuracy shall be not more than one (1) foot.

2. Measurement of canopy spread

   As a part of the data collection process, the canopy spread will be measured using either a laser rangefinder or a Roll-a-Tape, to the nearest foot, using a pre-established uniform protocol. This data shall be included in the inventory database in a format suitable for use by the City.

3. Tree condition.
   a. General condition of individual trees
   b. Pruning requirements (i.e., recommended pruning cycle)
   c. Condition of surrounding hardscape (i.e. displaced or recent repairs)

4. Incorporate root pruning information.

   The City has accumulated records of root pruning over the last 10 years. This information is attached to the current inventory and will need to be included as part of the updated inventory. As a part of the field data collection process the Contractor will attempt to match the City's root pruning data against field conditions. The Contractor shall match as many root pruning records as possible with the findings from the field.

B. Annual Maintenance Program

1. Upon contract award, the successful Proposer shall be required to submit a work schedule based on the City's annual pruning requirements, removal & replacement

program and planting projects. The proposal shall include a recommended annual work plan, daily work schedules, personnel and vehicles that would be required to complete the annual maintenance program. Depending on the City's current and future program needs, the scheduled work may require multiple crews to perform concurrently within the same time constraints.

2. The Contractor shall have competent working supervisors at each jobsite at all times when work is being performed. Each supervisor must be capable of communicating effectively both in written and oral English and holding the necessary certifications or credentials as described for that position herein. All supervisors must possess adequate technical background to ensure that all work is accomplished in accordance with the special provisions of this RFP.

   Contractor is required to have a Project Manager available by telephone on a 24-hour basis that is assigned to provide direct and prompt attention to requests from City for emergency and after-hours tree service requests.

3. The contractor shall be responsible for responding to tree related emergency situations during normal business hours of operation, after-hours, weekends and holidays. The Contractor shall have the capacity to deal with any tree related emergency situation ranging from limbs down on single trees to storm related damage that involves a large number of trees requiring the commitment and focus of significant resources and staffing levels for several days. Response time and protocol during emergencies is critical to the City of Costa Mesa.

   As part of this contract, the contractor shall be required to make the City of Costa Mesa their priority client for responses during emergencies that cover Orange County area.

   a. Telephone responses by the Contractor to tree related emergency calls during normal business hours of operation and after-hours shall be made within (15) fifteen minutes of the initial call.
   b. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation is thirty (30) minutes.
   c. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation is two (2) hours.

   Failure to meet these requirements by the contract firm shall result in a $500 penalty for each occurrence.

4. Contractor shall employ sufficient personnel qualified by reason of education, training and experience to discharge the services agreed to be performed by Contractor. Contractor shall provide service of the highest quality at all times, and personnel retained to perform this service shall be temperate, competent and otherwise fully qualified to fulfill the Contractor's obligations under the contract.

5. All employees of Contractor performing services shall be dressed in clean, unaltered uniforms with suitable company identification. No portion of the uniform may be removed while working. Employees not in uniform shall be immediately removed from the work area. The Contractor shall provide a standard uniform consisting of at least a collared shirt with buttons, complimenting pants, a belt and boots appropriate to the work. All shirts, jackets or safety vests shall be clearly marked with company identification and the name of the employee wearing the uniform in the field. Contractor employees shall appear neat and well-groomed at

all times. Contractor employees shall wear orange safety vests when operating machinery or/or while working within five hundred (500) feet of moving traffic or such other distance required by any applicable laws.

The Contractor's employees shall be subject to the following minimum requirements, skills, abilities and knowledge:

a. The proper license to operate equipment.
b. Ability to operate and maintain equipment in accordance with the manufacturer's recommendations.
c. Mechanical ability to make required operator adjustments to the equipment being used.
d. Knowledgeable of safety regulations as they relate to tree care and traffic control.
e. American Red Cross Standard First Aid Certification (minimum of one member of each crew).
f. Ability to communicate orally and in writing in English.
g. Demonstrated knowledge of tree care and related operations.

6. The Contractor shall deliver a level of quality that is compatible with International Society of Arboriculture (ISA) standards, and standards and requirements described herein, in providing tree services compatible with standard practice that results in a neat, clean and attractive appearance to trees and associated sites serviced under the terms of the contract.

7. The Contractor shall endeavor to maintain good public relations at all times with the public. All work shall be conducted in a manner which will cause the least possible interference with or annoyance to, the public.

8. Protecting the integrity and value of the urban forest:
   If, at any time, the Contractor is unclear, on what course of action to follow in the field, the Contractor shall consult with the City Arborist. The Contractor should never proceed with an action that will result in the permanent disfigurement of the structure or value of a tree.

9. Disfigurement of trees:
   Contractors responsible for the disfigurement of trees shall be penalized in an amount equal to the appraised value of the subject tree. Trees that have been disfigured by the contractor will be appraised by an independent Consulting Arborist and the contractor shall be penalized for that amount.

10. The Contractor shall conduct all work outlined in the contract in such a manner as to meet all accepted standards for safe practices during the maintenance operation and to safely maintain stored equipment, machines and materials or other hazards consequential or related to the work; and agrees additionally to accept the sole responsibility for complying with all City, County, State or other legal requirements including, but limited to, full compliance with the terms of the applicable OSHA and CAL EPA Safety Orders at all times so as to protect all person, including Contractor employees, agents of the City, vendors, members of the public or others from foreseeable injury or damage to their property.

11. The Contractor shall be responsible for traffic control and safety regulations as related to any city, state or county requirements while working on medians and/or

roads. The design and operation of work zone traffic controls must comply with US Department of Transportation/Federal highway Administrative guidelines. All operations will be conducted by the Contractor to provide maximum safety for the public according to the most recent edition of the *Work Area Traffic Control Handbook*.

Where work is in progress, each street shall be open to local traffic at all times unless prior arrangements have been made and approved by the City Arborist or designated representative and the City's Transportation Division.

The Contractor shall display standardized warning signage when controlling traffic around any area used for staging or working in any area that is subject to pedestrian or vehicular traffic.

At no time shall traffic be permitted to enter, or operations allowed to carry on, within any work zone that presents a dangerous condition to pedestrian and/or vehicular traffic.

12. Contractor shall cooperate fully with the City in the investigation of any accident, injury or death occurring on City property including a complete written report submitted to the City Arborist within 24 hours following the occurrence.

    Should any structure or property be damaged during permitted or contracted tree operation, the persons conducting the work shall immediately notify the property owners and City Arborist. Repairs to property damaged by the responsible party shall be made within forty eight (48) hours, except utility lines, which shall be repaired the same working day. Repairs on private property shall be made in accordance with the appropriate building code under permits issued by the City of Costa Mesa as applicable. Any damage caused by the permitted or contracted persons shall be repaired or restored by them at their expense to a condition similar or equal to that existing before such damage or injury, or they shall repair such damage in a manner acceptable to the City.

    Special attention is drawn to existing irrigation systems, plant material, landscape features, lights and utility boxes in City parkways, parks and public landscape areas and the need to avoid damage and to repair any damage that occurs on the same day that the damage occurs.

    The Contractor's responsibility shall be continuous and not be limited to working hours or days.

13. Authority and Inspections. The City Arborist and/or his/her authorized representative shall at all times have access to the work and shall be furnished with every reasonable facility for acquiring full knowledge with respect to the progress, workmanship and characters of materials used and employed in the work. Whenever the Contractor varies the period during which work is carried out, they shall give advanced notice to the City Arborist. Any inspection of work shall not relieve the Contractor of any obligations to fulfill the contract as prescribed. Any and all questions regarding the performance of the work shall be directed to the City Arborist.

14. If it appears that the work to be done or any matter relative thereto is not sufficiently detailed or explained by the specifications, the Contractor shall apply to

the City Arborist for such further explanation as may be necessary and shall conform to such explanation or interpretation as part of the contract so far as may be consistent with the intent of the original scope of work.

15. All work shall be completed to the satisfaction of and under the supervision of the City Arborist or designated representative. Failure to comply with any requirement contained herein may result in suspension of work without time extension. Inspection of work will be done by the City Arborist and staff, during the performance of work or when deemed necessary.

    If any portion of the work done under the contract proves defective or not in accordance with the specifications, and if the imperfection in the same is not of sufficient magnitude or importance to make the work dangerous or undesirable, the City Arborist shall have the right and authority to retain the work, but he may make such deductions in the payment due the Contractor as may be just and reasonable.

    Any work which is defective or deficient in any of the requirements of the specifications shall be remedied or removed and replaced by the Contractor in an acceptable manner at its own expense.

    In any other case, a letter will be sent to Contractor noting these deficiencies, and the Contractor shall make a reasonable and good faith effort to correct the deficiencies within a reasonable period not to exceed three (3) days from notification. After this time period, if unacceptable conditions still exist, the City has the right to terminate the Agreement or deduct payment as is proportionately appropriate for non-compliance with the specified contract.

16. The Contractor shall recognize the rights of utility companies within the public right of way and their need to maintain and repair their facilities. The Contractor shall exercise due and proper care to prevent damage to utility facilities and to adjust schedules when utility operations prevent the Contractor from performing maintenance during a specified time frame. No additional compensation will be allowed for complying with these requirements. Contractor shall notify the City Arborist of any utility that is disturbed or damaged.

17. The Contractor's working hours, for normal work zones, shall be limited to the hours between 7:00 AM and 4:30 PM Monday through Friday, excluding recognized holidays. Deviation from normal working hours, in normal work zones, will not be allowed without obtaining an *After-Hours Permit* from the City.

18. Upon completion of work on individual street segments that are under the contract, Contractor shall clean the work site and all grounds adjacent to the work area of all rubbish, excess materials and equipment. All sections of the work area shall be left in a neat and presentable condition. Care should be taken to prevent spillage on streets over which work or hauling is done, and any such spillage or debris deposited on street due to Contractor operations shall be immediately cleaned up.

19. Overnight parking of equipment, leaving unattended debris and staging of materials on City streets will not be permitted. Waste bins shall be removed from individual street segments once the work has been completed.

20. All equipment used and all maintenance practices employed shall be subject to the inspection of the City Arborist or designated representative and shall meet safety

and functional requirements described herein. All vehicles and equipment operating under this contract shall be properly marked with company identification. All equipment must be maintained in a good state of repair. All safety guards shall be in place. No equipment shall leak oil or fluids. No equipment shall present any potential danger to the operator, co-workers, passing motorists or pedestrians.

Failure to comply with this provision will be cause to have the equipment removed from the job site. It is the Contractor's responsibility to maintain a sufficient inventory of equipment so as to complete the work as specified. An inventory of equipment shall be provided with proposal. This inventory shall include the brand name, model number, weight and capacities of all equipment to be used in the performance of the contract. All equipment is to be approved by the City prior to the start of the contract. It is the Contractor's responsibility to notify the City Arborist or designated representative of any change in the equipment inventory during the performance of the contract. This notification shall come in the form of an updated equipment inventory list, presented in the form of a memo on dated company letterhead. Failure to comply with this provision will be grounds to remove the Contractor from the job site until such time as equipment inventory discrepancies are addressed to be compliant with the inventory supplied with the proposal submittal or equal.

21. Disposal of Refuse and Debris. All debris generated by the Contractor in the performance of work shall become the property of the Contractor from and after the time of site clean-up. The Contractor shall dispose of all generated debris at no additional cost to City and shall dispose of debris as is consistent with the requirements of AB 939.

22. Should a change or extra work be found necessary by the City, all changes and extra work shall be performed at the same unit price of any proposal item listed. If the work is not listed as a proposal item, the Contractor shall submit a fair cost for the work to be performed. A change order authorization, in writing, will be issued by the City.

23. The City reserves the right to increase or decrease the quantity of any item(s) or portion(s) of the work described in the specifications or the proposal form or to omit portions of the work so described as may be deemed necessary or expedient by the City Arborist or designated representative and the Contractor shall agree not to claim or bring suit for damages, whether for loss of profits or otherwise, on account of any decrease or omission of any kind of work to be done. The City shall reduce the price accordingly. Alterations, modifications or deviations from the work described in the scope of services by Contractor shall be subject to the prior written approval of the City. Any price adjustments shall be made by mutual consent of the parties in that case.

24. If the Contractor, after having officially commenced work on said contract, should discontinue work for any cause, he/she shall notify the City Arborist or designated representative the intent to do so, and shall further notify of the date for restarting operations.

25. The Contractor shall display standardized warning signage when staging or working in any area that is subject to pedestrian or vehicular traffic.

PROJECT SPECIAL PROVISIONS

This work consists of tree trimming, tree removal, root pruning and tree planting. This contract also requires electronic management of all work records. Within this section are the descriptions and specifications for the detailed services and materials which will be necessary to provide services under the contract and shall be included in the base price of the Proposal and shall not result in additional charges to the City.

A. Definitions

Where "as directed", "as required", "as permitted", "approve", "acceptance", or words of similar import are used, it shall be understood that the direction, requirement, permission, approval or acceptance by the City of Costa Mesa is intended unless otherwise stated. As used herein, "provide" shall be understood to mean "provide complete", in total. The word "site" as used hereinafter shall be understood to mean the location receiving the service. The use of the word "Contractor" shall be held to mean the Contractor and/or any person employed by them and working under any contract awarded from this RFP.

B. Work Quality & General Standards

All work as part of this contract shall comply with good arboreal practice for the particular species of trees being trimmed, shall be consistent with the Pruning Standards as adopted by the International Society of Arboriculture, and/or "Pruning Landscape Trees" by U.C. Agricultural Extension Service #AXT-288. The Contractor shall also meet the requirements of the most current American National Standards, Z133-1-1972, entitled "Safety Requirements for Tree Pruning, Trimming, Repair or Removal," published by the American National Standard Institute, Inc., 1430 Broadway, New York, New York 10018.

The City Arborist shall determine if the Contractor has met all trimming requirements and payment shall not be made for trimming that is not in accordance with the above standards. The Contractor shall be deemed in contract default, if they consistently fail to comply with the contract standards.

Prior to beginning the work, the Contractor shall review with the City Arborist various methods, tools, and work scheduling to be used on the project. Unless otherwise indicated, tree trimming shall include but not be limited to current industry standards for pruning.

Any structural weakness, decayed trunk or branches, or split crotches or limbs discovered by the Contractor during the course of trimming shall be reported to the City Arborist for determination of action as soon as it is discovered.

Prior to their use, lopping shears shall be specifically approved by the City Arborist.

Daily tree trimming operations shall commence no earlier than 7:00 AM and shall be completed each day no later than 4:00 PM.

Contractor shall be responsible for the removal of all vines entwined in the tree or around its trunk, and the removal of sucker growth from tree trunks.

No worker shall enter a fenced or otherwise secured area of private property without the consent of the property owner.

C. Public Noticing

The Contractor shall supply and post standard signage on the trunk of the tree at the site work at which work is to be performed, at least seventy two hours (72) in advance of work with the signage clearly stating what type of work is to be done and what affect the work will have on parking availability at that particular site. Posting shall be affixed to the tree trunk using materials that do not cause permanent damage to the tree. In the event that a tree trunk is not available for posting, the Contractor shall affix the posting to a standard size safety cone and place that cone in the center of the parkway where a tree is to be planted or atop a stump that is scheduled for grinding.

D. Tool Sanitation

On all trees, including palms, known or suspected to be diseased, pruning tools and cut surfaces shall be disinfected with a ten (10) percent chlorine bleach solution after each cut and between trees where there is danger of transmitting the disease on tools. Fresh solution shall be mixed daily. Old solutions shall be disposed of through proper disposal methods. Dumping used or old bleach solutions on the ground or down the storm drain and will result in severe penalties to the Contractor.

E. Wildlife protection

Prior to the commencement of any work in the vicinity of any tree, each tree shall be visually surveyed, from all sides, for the sole purpose of detecting the presence of bird nests or wildlife of any type. If a nest is found and is determined to be active, there shall be no work of any type in the tree in which the nest is found without the written permission of the City Arborist or designated representative. At no time shall any nest or wildlife be removed from its location.

In the event that wildlife is accidentally displaced and needs assistance, the Contractor shall notify the City's Animal Control service and/or the nearest appropriate animal rescue facility, as identified in the Contractor's submittal required herein regarding "Protection of Wildlife", shall be contacted for assistance.

F. Pre-inspection

Prior to the commencement of any work in the vicinity of any tree, the Contractor shall identify the location of utilities, irrigation components and/or any private property element(s) that could be compromised by any work activity. If identified, the Contractor shall take appropriate action to protect same. If, during the course of pre-inspection, the Contractor identifies damage that exists before the onset of work, the Contractor shall document the damages with photos and report such damage to the Community Forester or designated representative prior to commencing work in that area. All photo documentation shall have the time and date embedded. Any claim of damage that cannot be refuted by photo-documentation and/or a written report to the City Arborist shall be considered the responsibility of the Contractor.

G. Setup, Operations, Equipment Staging

The Contractor shall setup, operate and stage in a manner that presents the least amount of disruption to residents, businesses, the public and traffic flow. Outside of an emergency situation, at no time will multiple setups or equipment staging be allowed on both sides of a street within the same block. Equipment shall never be stored or left unattended on a public street, City facility or private property. The staging of equipment shall not be exempt from the work hour restrictions defined herein.

H. Identification and reporting of hazards

While performing work of any type, the tree worker should inspect for any obvious hazards related to trees, including uplifted sidewalk segments. All hazardous situations should be corrected or promptly reported to the City. Any defective or weakened trees shall be reported to the City Arborist or designated representative.

I. Risk management

Tree work is a controlled task. At no time should work be performed so as to result in a loss of control incident (e.g. free-falling large limbs or trunk sections, hinge cutting to avoid use of ropes/hoisting equipment, lack of safety apparatus/equipment guards, improper use/loading of equipment). The Contractor shall be responsible to meet equipment inventory requirements described herein. Failure to maintain control at all times shows a lack of planning and judgment, is dangerous, can result in serious injury and will be penalized. No reasoning will be accepted for loss of control incidents. In addition to penalties and/or the withholding of contract payments, the Contractor shall be responsible for the mitigation of any damage related to a loss of control incident.

J. Cleanup of greenwaste & debris:

Limbs, logs or any other debris resulting from any tree operations shall be promptly and properly removed. The work area shall be kept safe at all times until all operations are completed. Under no circumstances shall the accumulation of brush, limbs, logs or other debris be allowed to pose a hazard to the public. During production trimming and removals, debris shall be removed from public rights of way and private property within one (1) hour of the completion of work on the tree from which the debris was generated. All trimming activities shall cease immediately if clean up equipment ceases to function or is not available (e.g. loader, roll off equipment, staff). Street rights of way shall not be used to stage unattended debris generated during standard work hours. All debris from tree operations shall be cleaned up each day before the work crew leaves the site. All lawn areas shall be raked, all streets/sidewalks shall be swept, and all brush, branches, or other debris shall be removed from the site. Areas are to be left in a condition equal to or better than that which existed prior to the commencement of tree operations. No material is to be allowed to enter any storm drain.

K. Disposal Of Materials - City To Receive Recycling Credit - AB939

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 tree trimming operations shall be recycled where practical.

Wood Chips:

a. Chips generated from trimming operations within the City of Costa Mesa may be dumped and spread at a City designated site with written permission from the City Arborist.

b. At the direction of the City Arborist, wood waste generated from tree removals shall be chipped into pure wood chips with an even uniform size. These chips shall be dumped and spread in specified locations in the City.

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program,

and Contractor shall provide proof of such with each demand for payment.

Reusing will include, but not be limited to using chipped, ground or shredded tree materials as mulch. If the Contractor has a location outside the City where such mulch may be applied, Contractor must provide the City with documentation (included in each demand for payment) from the property owner indicating location and amount of material to be used at that location.

Recycling and Transformation will include, but not be limited to firewood that is too large to be chipped, ground or shredded for use as mulch. If wood is to be kept for firewood by Contractor, Contractor must provide to the City proof of such an operation with each demand for payment.

L. Record keeping

Contractor shall provide and operate, at no cost to the City, a computerized tree inventory system that is capable of uploading historic data and that is compatible with the current City inventory system (web-based SQL Server 2008). This system shall be password accessible twenty four (24) hours each day of the year via the internet. Historic tree inventory and work history data, to be provided by the City, shall be uploaded and operational within Contractor's tree inventory system prior to the commencement of any tree service work under the terms of an awarded contract. Thereafter, the Contractor shall update and maintain the tree site specific, internet accessible, computerized tree inventory system to reflect changes in baseline data (e.g. species, height, DBH) and to record the date, cost and crew identity for any trimming, removal, planting or emergency response work that occurs at any tree site at which tree work is performed. The system shall be upgraded to reflect the removal and replacement of trees, as well as the addition of trees to the inventory. The system shall be capable of maintaining and displaying all past work histories for any and all tree sites in the inventory, both individually and collectively by query, as well as future scheduling to the extent known. All aspects of the system including, but not limited to, data entry, system maintenance, system hardware and/or software upgrades and server security and stability shall be the responsibility of the Contractor and shall be provided at no cost to the City of Costa Mesa. The system shall not be proprietary in the nature of its function and shall operate and interface with common computer software and web based applications, including the ability to export data into common spreadsheet applications. The records created for the City shall be the property of the City.

Tree site/task specific hardcopy backup data for any work that has occurred during a billing cycle shall accompany the invoicing for that period and shall be accessible for review on the internet based computerized tree inventory system prior to the submittal of invoicing for that work. Invoicing for work that does not meet the requirements defined herein will not be processed for payment until such time as the requirements have been satisfied.

Failure to meet and maintain the requirements for the computerized tree inventory system shall be grounds for termination of the agreement.

M. Inspections

The City Arborist shall be furnished with every reasonable facility for ascertaining full knowledge of the daily tree maintenance operations involving the workmanship, character of materials and equipment used and employed in the work. Each day, the Contractor shall be required to provide the City Arborist and staff with a written

schedule of all daily tree maintenance operations including but not limited to trimming, planting, removals, stump grinding, root pruning, and watering.

Inspection of the work shall not relieve the Contractor of any obligations to complete the work as outlined in this document. Defective work shall be made good even if the defective work was not pointed out during the initial inspection and the work was accepted for payment.

Any work found to be unacceptable will be noted in writing. Upon receipt of notice of any deficiencies; the Contractor shall make a reasonable effort to correct the deficiencies within five (5) working days. If unacceptable conditions are not corrected within this time period the City shall have the right to deduct payment or have services performed by others at Contractor's expense.

N. Invoicing

Contractor shall submit invoices on a monthly basis. Invoice format shall include but not be limited to a list of each street that work took place, the address of each individual work site and the activity, the species and its current condition, height, trunk diameter and canopy spread of each individual tree. Each invoice shall include an exact copy in electronic format that is compatible with the City's Tree Inventory program. Failure to submit invoices in this format may result in non-payment until these requirements are met.

O. Withholding Payment

The City may withhold payment to such extent as may be necessary to protect the City from loss due to one or more of the following reasons:

1. Defective, unsatisfactory or inadequate work not corrected.

2. Claims filed or reasonable evidence indicating probable filing of claims.

3. Failure of the Contractor to make proper payments to subcontractors or for materials or labor.

4. A reasonable doubt that the contract can be completed for the balance unpaid.

5. Damage that resulted from an incident involving property damage.

P. Minor Modifications and/or Additional Work

The City may modify these specifications with the joint approval of the Contractor and the City of Costa Representative. All modifications shall be in writing.

1. In the event that the City of Costa Mesa should require additional work beyond the requirements of these specifications, the Contractor shall perform all work at a competitive price within the industry.

2. Additional work may be added to the contract work as the need arises. The Contractor shall perform all specified and approved additional work at the unit prices submitted with the Contractor's Proposal.

3. The Contractor must be willing to provide a competitive price for additional work that may be added to the contract. Contractor will be required to demonstrate the ability to properly execute the expanded workload with the necessary increase in labor, materials and equipment needed to complete the additional work in a timely manner.

4. The Contractor must have the ability to receive and respond to emergency situations. The response time for a crew to arrive on-site for tree related emergencies during normal business hours of operation is thirty (30) minutes. The response time for a crew to arrive on-site for tree related emergencies outside of normal business hours of operation is two (2) hours.

Q. Clarification of Specifications

If any Proposer, prior to submitting their Proposal should find any discrepancies and/or omissions from the specifications or other contract documents, or if they should be in doubt as to the true meaning of any part thereof, they shall at once make a written request to the City of Costa Mesa Representative for corrections, clarification, or interpretation of the points in question. The person submitting such request shall be responsible for its prompt delivery.

In the event that the City of Costa Mesa Representative receives a request and it should be found that certain essential information is not clearly and fully set forth, or if the City discovers errors, omissions, or points requiring clarification in these documents, a written addendum will be mailed to each person to whom a set of RFP documents has been delivered. The City will not be responsible for any instructions, explanations, or interpretations of the documents presented to Proposers in any manner other than written addendum.

R. HARDWOOD TREE PRUNING

Any tree work performed on a City tree must be done according to the City's specifications. The criterion for pruning varies based on the type or purpose of pruning.

1. General Specifications for hardwood tree pruning
   a. Contractor shall consult with the City Arborist before making any cuts that could result in permanent disfigurement of the structure of any tree.

   b. Trees shall be pruned so as to prevent branch and foliage interference with safe public passage. Street clearance shall be kept to a minimum of fourteen feet, six inches (14' 6") above the paved surface of the street and fourteen (14) feet above the curb and surface of a public sidewalk or pedestrian way. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action. If pruning to these standards would result in permanent disfiguration of a tree, the Contractor shall not prune the tree until such time as direction is obtained from the City Arborist.

   c. When removing a live branch, pruning cuts should be made in branch tissue just outside the branch bark ridge and collar, which are trunk tissue. If no collar is visible, the angle of the cut should approximate the angle formed by the branch bark ridge and the trunk.

d. When removing a dead branch, the final cut should be made outside the collar of live callus tissue. If the collar has grown out along the branch stub, only the dead stub should be removed, the live collar should remain intact and uninjured.

e. Whenever pruning involves the removal of limbs that are too large to hold securely in one hand during the cutting operation, the limb shall be cut off first at a point several feet beyond the intended final cut. The final cut shall be made in a manner to prevent unnecessary tearing back of the bark and wood. Cuts that result in tearing of tissue on limbs below cuts shall be corrected.

f. All final tree pruning cuts shall be made in such a manner so as to favor the earliest possible covering of the wound by natural callus growth. Excessively deep flush cuts, which produce large wounds or weaken the tree at the cut, shall not be made. The branch collar should not be removed.

g. All dead and dying branches and branch stubs shall be removed.

h. All broken or loose branches shall be removed.

i. Branches that are developing in such a manner as to become larger than the limbs they originate from shall be removed.

j. When encountering limbs that are weighted with more foliage than the limb is likely to support, selectively prune branches toward the end of the limb in order to reduce end weight and thus decrease the likelihood of limb failure.

k. Selectively prune branches that create sight line conflicts with traffic control signs and/or devices.

l. Selectively prune branches that are within five (5) feet of a structure.

m. Clear trees of sprout or sucker growth to a minimum height of ten (10) feet above ground level. Exceptions are allowed for young trees, which would be irreparably damaged by such pruning action.

n. Prune so as to maintain a balanced appearance when viewed from the opposite side of the street immediately opposite the tree, unless authorized by the City Arborist to do otherwise.

o. Remove all vines entwined in trees and on tree trunks. Vine tendrils shall be removed without injury to trees.

p. Tree limbs shall be removed and controlled in such a manner as to cause no damage to other parts of the tree, or to other plants or property.

q. All tools used on a tree known to contain an infectious tree disease shall be properly disinfected immediately before and after completing work on such tree.

r. All major pest problems shall be promptly reported to the City.

s. All cutting tools and saws used in tree pruning shall be kept sharpened to result in final cuts with an un-abrasive wood surface and secure bark remaining intact.

t. All trees six (6) inches in diameter or less shall be pruned with hand tools only.

u. Chain saws will not be permitted to remove any branches two (2) inches or less in diameter. This is to prevent any unnecessary abrasions to cambial tissue that may predispose a tree to insect and/or future disease/decay problems.

v. Any extraneous metal, wire, rubber or other material interfering with tree growth shall be removed when possible.

w. The use of climbing spurs or spike shoes in the act of pruning trees is prohibited, unless specifically directed by the City to aid in the safety of climbers performing the removal of a tree.

2. Prune Classifications for Hardwood Trees
A *Full Prune* is performed when conditions within the crown of a hardwood tree are such that the entire tree needs to be fully pruned. Complete pruning is recommended when the primary objective is to maintain or improve tree health and structure, and includes pruning to reduce overall canopy mass and excessive wood weight. Trees that are identified for a Full Prune shall have no more than 30% of the live foliage removed. A Full Prune typically consists of one or more of the following pruning treatments:

a. Crown Cleaning: *Crown Cleaning* or cleaning out is the removal of dead, diseased, crowded, weakly attached and low-vigor branches and water sprouts from the entirety of the tree crown. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. This practice, known as "lion tailing" disrupts the structural integrity of the tree, making it subject to limb and branch failure, especially during high winds.

b. Crown Thinning: *Crown Thinning* includes crown cleaning and the selective removal of branches to increase light penetration and air movement into and through the crown. Increased light and air stimulates and maintains interior foliage, which in turn improves branch taper and strength. Thinning reduces the wind-sail effect of the crown and the weight of heavy limbs. Care must be used to avoid stripping branches of all foliage at the interior of the tree crown. Thinning the crown a can emphasize the structural beauty of trunk and branches as well as improve the growth of plants beneath the tree by increasing light penetration. When thinning the crown of mature trees, up to 30% of the live foliage may be removed unless directed otherwise by the City Arborist.

c. Crown Reduction: *Crown Reduction* is used to reduce the height and/or spread of a tree. Crown reduction varies from topping, a destructive practice, in that cuts are not made indiscriminately, resulting in large stubbed off limbs that are subject to decay. While reducing a crown, tree workers must adhere to basic tree trimming practices involving limb/branch size relationships and use of the branch bark collar in avoiding the onset of decay at cut sites.

d. Crown restoration: *Crown Restoration* is corrective pruning used as a means to restore the form of crowns that have been previously damaged by extenuating

circumstances. This treatment is best performed by tree workers who have a good understanding of the effects of pruning for the cultivation of tree canopies.

e. Crown Raising/Clearance Prune
A *Crown Raising or Clearance Prune is* performed when conditions within the crown of a hardwood tree are such that a certain objective needs to be met or 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 pruning types:

1. Crown Raising: *Crown Raising* consists of removing the lower branches of a tree in order to provide clearance for buildings, vehicles and pedestrians. It is important that a tree have at least one-half of its foliage on branches that originate in the lower two-thirds of its crown to ensure a well-formed, tapered structure and to uniformly distribute stress within the tree.

2. Clearance Prune: *Clearance prune* is employed as a means of eliminating limbs from the crown of a hardwood tree when an entire pruning of the tree is not warranted. Clearance pruning does not involve the fine detail work described herein as "full prune".

3. Pruning Specifications for individual Hardwood Species
   a. General Trimming and Shaping of Conifers
   Two basic classes of conifers can be found in Costa Mesa, those with branches radiating out from the trunk in whorls such as Pine trees or Cedar trees and those that sprout branches in a random manner such as Juniper or Taxus. Conifers shall typically be pruned in late winter or early spring. Typically, up to 30% of the live foliage may be removed unless directed otherwise by the City Arborist.
      1. Contractor shall avoid damaging the central leader on all conifers. In specific cases the City Arborist may direct the contractor to remove the central leader in an effort to limit the height of specific trees.
      2. At the time of pruning, the City Arborist shall determine which trees shall have the new growth pinched back in an effort to control canopy size.
      3. To control the growth of large, mature conifers contractor shall be required to prune the new growth of lateral limbs.
      4. Typical pruning of conifers shall consist of removing crossed limbs, deadwood or unwanted branches from the interior of the canopy.

   b. General Trimming and Shaping of Broadleaf Trees
   Follow the shape indicated by the natural growth habits of each tree species. Trimming and shaping of trees shall be as directed by the City Arborist and in accordance with the following:
      1. Cut to laterals to preserve the natural form of the tree, leaving the head open enough for the branching system to show and permitting the dead material to be easily cleaned out and light to show through the head. Tree foliage shall be reduced by at least twenty-five percent (25%) and up to thirty percent (30%).
      2. In specific cases the City Arborist may direct the contractor to reduce the size of the tree crown in an effort to limit the height of specific trees.
      3. Trim to remove dead wood or weak, diseased, insect-infested, broken, low, or crossing limbs. Branches with an extremely narrow angle of attachment should normally be removed.

4. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.
5. Heading cuts and/or topping will not be allowed under any circumstances. Heading, rounding over, or stubbing shall not be an accepted practice for reducing the size or the framework of any tree.

S. Palm Tree Pruning

Any tree work performed on a City tree must be done according to the City's specification. The criterion for pruning varies based on the type or purpose of pruning. *Palm Pruning* consists of maintaining the crowns and trunks of palm trees including the pruning of spent or declining fronds, seed pods and the skinning or shaping of spent petiole bases into a ball or nut as applicable by palm type.

1. The specifications for the pruning of palm trees are as follows:
   a. While making an approach to the palm crown for pruning, the Contractor shall inspect the trunk of the palm tree for signs of decay, insect frass, bird nesting or any other condition suggestive of a structural abnormality. Upon finding any condition suggestive of a structural abnormality of the palm stem, the Contractor shall report to the City Arborist immediately.

   b. Fronds shall be trimmed using a handsaw or pole saw that has been sterilized for no less than five (5) minutes by having the entirety of its cutting blade submersed in an equal solution of bleach and water before and after the handsaw is used to cut the fronds of any other palm tree.

      At no time shall a chainsaw be used to prune any frond from any Canary Island Date Palm (*Phoenix canariensis*) in the City of Costa Mesa. The use of chainsaws to prune any frond from any Canary Island Date Palm will result in monetary penalties.

      Live, healthy fronds, initiating at an angle of 90 degrees or greater from the horizontal plane, shall not be removed. Fronds removed should be cut close to the petiole base, taking into consideration the role of petiole bases in the formation and maintenance of the ornamental ball at the base of the canopy, as applicable by species. Live trunk tissue should never be cut while pruning palm fronds.

   c. Using properly sterilized equipment as described herein, any fruit or flower structures in the crown of the palm shall be removed concurrently with frond pruning. At no time shall a chainsaw be used to cut any fruit or flower from any Canary Island Date Palm (*Phoenix canariensis*) in the City of Costa Mesa.

      The use of chainsaws to prune any fruit or flower structures from any Canary Island Date Palm will result in severe contract penalties.

      Care shall be taken in the handling of fruit and flowers as they are likely to release clear liquids that react with and can cause staining to hardscape elements. The Contractor shall be responsible for removing palm fruit related stains from private property hardscape elements.

   d. Maintenance of the ornamental ball located at the base of the palm canopy, directly below the live fronds, shall be as described by species as follows:

1. Canary Island Date Palm (Phoenix canariensis): dead petiole bases shall be formed into an ornamental ball which begins directly below the lowest green fronds and acts to provide a base of support to the palm crown. This ornamental ball shall be uniform and smooth in appearance and shall extend no less than four (4) and no more than eight (8) feet below the lowest live frond in the crown. Ornamental balls with flattened or "stop sign" sides will not be accepted. The upper portion of the ornamental ball shall not taper in, resulting in a "pineapple" appearance as this treatment defeats the support capacity of the ball. The distal portion of the ball shall begin at a point flush with the periphery of the palm trunk and make a gradual taper upwards until it reaches the periphery of the shaped ornamental ball. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Costa Mesa, the Contractor may use a clean chainsaw in forming and/or shaping the ornamental ball of a Canary Island Date Palm. The use of a sharpened shovels in shaping and maintaining ornamental balls often results in ornamental balls which have flat, untapered bottoms that are likely to relax and collapse into pedestrian and vehicular traffic zones with grave consequences.

   The Contractor shall use care not to cut into live trunk tissue while maintaining the ornamental ball. The Contractor shall remove any foreign plant material that has sprouted in an ornamental ball. The Contractor shall verify that the ornamental ball meets the standard described herein each time a Canary Island Date Palm is pruned.

2. Date Palm (Phoenix dactylifera): spent petiole bases are left to form a supportive "base" below the lowest green fronds of the crown. Unlike the ornamental ball of a Canary Island Date Palm (Phoenix canariensis), the base does not require ornate shaping. Instead, spent petiole bases are left uniformly long to form the base of the canopy, which shall extend no less than four (4) and no more than six (6) feet below the lowest live frond in the crown. While forbidden to use chainsaws for pruning fronds, fruit and flowers from any palm tree in the City of Costa Mesa, the Contractor may use a chainsaw in forming and/or shaping the base of a Date Palm by shortening a number of the lower petiole bases to bring the length of the nut to standard. The Contractor shall use care not to cut into live trunk tissue while maintaining the nut. The Contractor shall verify that the base meets the standard described herein each time a Date Palm is pruned.

3. Queen Palm (Syagrus romanzoffianum): loose petiole bases are to be removed each time the crown of a Queen Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

4. King Palm (Archontophoenix cunninghamiana): loose petiole bases are to be removed each time the crown of a King Palm is serviced. Petiole bases that are attached to live trunk tissue shall be left undamaged.

5. Mexican Fan Palm (Washingtonia robusta): spent petiole bases are left uniformly long to form a base which shall extend no more than four (4) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a Mexican Fan Palm is pruned.

6. California Fan Palm (Washingtonia filifera): spent petiole bases are left uniformly long to form a nut which shall extend no more than eight (8) feet below the lowest live frond in the crown. Using hand tools, the Contractor shall skin the trunk area below the base clean without causing damage to live trunk tissue. The Contractor shall verify that the base meets the standard described herein each time a California Fan Palm is pruned.

T. Tree Removal

Tree removal consists of the removal of the entirety of a hardwood tree or palm tree and the removal of its root system.

1. The Contractor shall comply with all general specifications standards described herein.

2. The diameter price given by the Contractor for tree removals shall be inclusive of all staff, materials and equipment necessary to remove trees as described herein.

3. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the removal of a tree and its root system. The Contractor shall notify the City Arborist or designated representative, in writing, of any condition that prevents the removal of a tree and/or the grinding of its root system. The Contractor shall take all responsibility for any damage that occurs once the process of removing a tree and/or associated root grinding begins.

4. The Contractor shall comply with wildlife protection standards described herein whenever removing a tree.

5. The Contractor shall not remove any tree without first confirming that the tree being considered is indeed the tree to be removed. Any confusion should be resolved by contacting the City Arborist for assistance. The errant removal of trees shall be penalized.

6. During a tree removal, the Contractor shall maintain control of the tree and its parts at all times, which shall include the selection and use of proper techniques and equipment. At no time shall branches, limbs or tree trunks be allowed to freefall and create damage of any type. Loss of control incidents shall be penalized.

7. Cranes and other rigging equipment shall be properly certified, with evidence of such available for inspection prior to use of said equipment in the City of Costa Mesa. Crane operators shall be certified by Commission for the Certification of Crane Operators (NCCCO) and shall be prepared to display current certification prior to operating a crane in the City. The use of cranes and certified operators shall not result in additional charges to the City.

8. While loading and handling debris, the Contractor shall maintain control at all times so as not to result in damage to the public rights or way or private property. In addition, the Contractor shall not drop logs or trunks so as to create undue noise or impact shock related damages to public and/or private property.

9. Stumps, including the root flare shall be ground to a depth of no less than eighteen (18) inches. Surface roots shall be traced and ground to a depth of no less than

eight (8) inches. Debris generated by stump grinding and root removal shall be removed from the site and replaced with a topsoil mix. Chips and stump grindings shall not be used as a backfill material.

10. The Contractor shall be responsible for the repair of any private property irrigation system components damaged during a tree removal or stump grinding. Repairs shall be made using components matching those that were damaged.

U. Tree Planting & Young Tree Care

1. Tree Planting

Tree planting consists of the installation of nursery stock container or palm trees supplied by the Contractor.

a. The Contractor shall comply with all general specifications standards described herein.

b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall assume full responsibility for any damage that occurs during the planting of any tree.

c. The Contractor shall supply quality nursery stock which is fully rooted and representative of recognized standards for size and quality of the material being planted.

d. Brown trunk height (BTH) for palm trees shall be measured from the top of root ball to the lowest green frond attached to the trunk at an angle of ninety (90) degrees.

e. Planting stock shall be well watered prior to shipping and covered for the duration of transport. Trees that are delivered uncovered, with a dry or fractured root ball or with broken scaffold limbs will be rejected. Root bound material will be rejected. Palms that are delivered uncovered, with a dry root ball or with a soilless root ball will be rejected.

f. The Contractor shall not begin excavation for the planting of a tree without first confirming that the planting site being considered is indeed the site intended for the planting of a tree. Any confusion should be resolved by contacting the City Arborist for assistance. In excavating planting pits, the Contractor shall not excavate deeper than the depth of the root ball of the tree being installed. The bottom of the planting pit shall be undisturbed so that the planted tree will not settle below top of root ball grade standards defined herein. As the width of the parkway allows, the Contractor shall excavate the planting pit to be two (2) times the width of the root ball of the nursery stock being planted.

g. All nursery containers and box sides shall be removed from tree root balls prior to planting. The Contractor shall not install trees with box bottoms left on. All container debris (e.g. strapping, box fragments, nails) shall be removed from the planting pit prior to backfilling.

h. The Contractor shall install the tree or palm so that the top of root ball is two (2) inches above top of curb so that the trunk flare is completely exposed. In the event that there is no curb (i.e. park site), the Contractor shall install the tree or palm so that the top of root ball is two (2) inches above surrounding finish

grade. The Contractor shall not resort to cutting or trimming the root ball as a means of meeting grade standards.

i. The Contractor shall backfill hardwood tree plantings with an equal mix of excavated soil and topsoil. The topsoil portion of the backfill mix shall contain no more than ten (10) percent well decomposed organic fines.

j. The Contractor shall backfill palm plantings with one hundred (100) percent washed mortar (plaster) sand.

k. While backfilling, the Contractor shall cease backfilling when the planting pit is one half (1/2) full and apply water to remove air pockets from the backfill. Once the water has drained, the Contractor shall resume backfilling the planting pit. A watering basin shall be constructed in a uniform circle and shall extend from the center of the tree trunk to six (6) inches beyond the edge of the root ball. The top of the watering basin shall be graded and maintained uniformly with the upper edge of the basin maintained at a grade of four (4) inches above the root flare of the tree.

l. The Contractor shall be responsible for the stability of planted trees. The nursery stake stall be removed from the trunk of the tree (as applicable) and the tree shall be double staked using two (2), two (2) inch lodge pole stakes of a length sufficient to be installed beyond the depth of the planting stock root ball and to extend to the lowest branches of the installed tree's crown. The stakes shall be installed an equal distance from the trunk of the tree and shall be installed perpendicular to the street or sidewalk and shall be installed so that one stake is orientated to be one hundred eighty (180) degrees opposite the other. The root ball shall not be damaged by the installation of stakes. The stake shall not be in contact with any aerial part of the tree. The trunk of the tree shall be attached to the stakes using City approved tree ties installed as per manufacturer's specifications.

m. Upon completion of the planting of a tree, the Contractor shall seed and top-dress any barren areas within ten (10) feet of the center of the trunk of the tree if there was established turf in that location. The seed shall be of the same tall fescue turf grass type existing on site or annual ryegrass if the turf is a non-seedable variety; to be applied at a rate appropriate for the type of turf seed applied. The seed shall be top dressed with well-decomposed organic fines, spread evenly with a topdressing roller, at a depth of one eighth (.125) inch. Use of manure, native soil or chip topdressings will not be allowed. The Contractor shall include seed establishment information for the property owner at the time of tree removal.

n. The Contractor shall not use hoses, equipment or water from private properties while installing or watering-in parkway trees.

2. New Tree Care
New Tree Care consists of the irrigation of young trees which have been installed by the Contractor and the cultivation of new canopy coverage.

a. The Contractor shall comply with all general specifications standards described herein.

b. As stated previously herein, the Contractor shall identify the location of all utilities and private property landscape irrigation components prior to the planting of any tree. The Contractor shall take all responsibility for any damage that occurs during the planting of any tree.

c. The Contractor shall not use hoses, equipment or water from private properties when watering parkway trees.

d. While performing tree watering, the Contractor shall maintain the tree watering basin to include the removal of weeds and debris and the maintenance of the watering basin to size and grade standards defined herein.

e. Trees shall be watered in such a manner that does not result in erosion of the tree watering basin, splashing of parked vehicles or damage to any of the tree's surroundings. Haphazard riggings and/or watering out of the window from the cab of watering equipment will not be tolerated.

f. The Contractor shall maintain a daily log of trees watered. The log shall list the tree watered by site. A printed copy of the log, which shall be maintained in digital format, must accompany invoicing for tree watering services by the Contractor.

V. Root Pruning Specifications

In an effort to minimize future damage to public sidewalks and curbs and gutters, the City of Costa Mesa is initiating a root pruning and root barrier installation program. The Contractor will be provided a listing of trees to be root pruned. The list shall include the location of the tree, tree species, lineal feet to be root pruned and area to be pruned such as sidewalk or curb and gutter.

Roots shall be pruned adjacent to the edge of the sidewalk, curb and gutter or other improvements as indicated. Root pruning cuts adjacent to the sidewalk shall be four (4) inches wide, twelve (12) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the sidewalk or other improvements. Root pruning cuts adjacent to the curb shall be four (4) inches wide, eighteen (18) inches deep, and a minimum of eight (8) feet in each direction from the centerline of the tree as measured from the top of the curb or other improvements.

Root pruning equipment shall be specifically designed for this purpose with cutting teeth sharpened adequately to sever roots in a clean manner and equipped with padded tracks or rubber tires to prevent scraping or marking the sidewalk.

After the pruning cut has been completed, the Contractor shall install the appropriate amount of root pruning barrier by Deep Root Corporation, or an approved equal. All cuts shall be backfilled immediately upon completion of root pruning and barrier installation at each location. Backfill material shall consist of soil and/or mulch from root pruning and shall be free of rocks and other debris. All debris generated by these operations shall be immediately removed from the site and properly disposed of by the Contractor.

The Contractor shall repair or replace all utility service connections or sprinkler systems within the right- of-way that are damaged or removed as a result of the root

pruning operation. Repairs shall be implemented immediately and completed by the end of the same working day. Repairs and replacements shall be at least equal quality and configuration to existing improvements and shall match them in finish and dimension.

The Contractor shall be responsible for contacting Underground Service Alert (USA) 1-(800) 422-4133 for locating underground utilities prior to beginning the pruning operation.

The Contractor shall submit a lineal foot cost for the root pruning and root barrier installation. The cost of providing all labor, tools, equipment and materials necessary for performing the specified work will be included in the Proposal price and no additional compensation will be allowed.

4. PROPOSAL FORMAT GUIDELINES

Interested contractors are to provide the City of Costa Mesa with a thorough proposal using the following guidelines:

Proposal should be typed and should contain no more than 20 typed pages using a 12-point font size, including transmittal letter and resumes of key people, but excluding Index/Table of Contents, tables, charts, and graphic exhibits. Each proposal will adhere to the following order and content of sections. Proposal should be straightforward, concise and provide "layman" explanations of technical terms that are used. Emphasis should be concentrated on conforming to the RFP instructions, responding to the RFP requirements, and on providing a complete and clear description of the offer. Proposals, which appear unrealistic in the terms of technical commitments, lack of technical competence or are indicative of failure to comprehend the complexity and risk of this RFP and any awarded contract, may be rejected. The following proposal sections are to be included in the Proposer's response:

A. Vendor Application Form and Cover Letter
Complete Appendix A, "Request for Proposal-Vendor Application Form" and attach this form to the cover letter. A cover letter, not to exceed three pages in length, should summarize key elements of the proposal. An individual authorized to bind the consultant must sign the letter. The letter must stipulate that the proposal price will be valid for a period of at least 180 days. Indicate the address and telephone number of the contractor's office located nearest to Costa Mesa, California and the office from which the project will be managed.

B. Background and Project Summary Section
The Background and Project Summary Section should describe your understanding of the City, the work to be done, and the objectives to be accomplished. Refer to Scope of Work of this RFP.

C. Methodology Section
Provide a detailed description of the approach and methodology to be used to accomplish the Scope of Work of this RFP. The Methodology Section should include:
    1. An implementation plan that describes in detail (i) the methods, including controls by which your firm or entity manages projects of the type sought by this RFP; (ii) methodology for soliciting and documenting views of internal and external stakeholders; (iii) and any other project management or implementation strategies or techniques that the respondent intends to employ in carrying out the work.

2. Detailed description of efforts your firm or entity will undertake to achieve client satisfaction and to satisfy the requirements of the "Scope of Work" section.

3. Detailed project schedule, identifying all tasks and deliverables to be performed, durations for each task, and overall time of completion, including a complete transition plan. Include your plan to deal with fluctuation in service needs and any associated price adjustments.

4. Detailed description of specific tasks you will require from City staff. Explain what the respective roles of City staff and your staff would be to complete the tasks specified in the Scope of Work.

5. Proposers are encouraged to provide additional innovative and/or creative approaches for providing the service that will maximize efficient, cost-effective operations or increased performance capabilities. In addition, the City will consider proposals that offer alternative service delivery means and methods for the services desired.

6. Firms, public entities and individuals wishing to be considered shall include in their submissions the steps they will, if selected, implement and adhere to for the recruitment, hiring and retention of former employees of the City who have been or may be displaced due to layoff or outsourcing of functions and services formerly provided by the City.

7. Proposers may propose to perform some or all of the services identified in this Request for Proposals. The City will consider partial proposals and may award contracts for some or all of the services identified and may award more than one contract. If your Proposal is for only some of the services identified, please clearly identify which services you propose to provide.

8. Proposers are also requested to identify any City owned facilities or property which Proposer would propose to use or lease, purchase, or rent from the City in connection with the services to be performed, including information about the terms of any proposed lease, purchase or use of such equipment and facilities, and how this proposed structure affects the overall cost proposal to the City.

D. Staffing

Provide a list of key personnel who will be working on this project and indicate the functions that each will perform. Include a resume for each designated individual.

Upon award and during the contract period, if the contractor chooses to assign different personnel to the project, the Contractor must submit their names and qualifications including information listed above to the City for approval before they begin work.

E. Qualifications

The information requested in this section should describe the qualifications of the firm, key staff and sub-contractors performing projects within the past five years that are similar in size and scope to demonstrate competence to perform these services. Information shall include:

1) Names of key staff that participated on named projects and their specific responsibilities with respect to this scope of work.

2) A summary of the your firm's demonstrated capability, including length of time that your firm has provided the services being requested in this Request for Proposal.

3) Provide at least five local references that received similar services from your firm. The City of Costa Mesa reserves the right to contact any of the organizations or individuals listed. Information provided shall include:

- Client Name
- Project Description
- Project start and end dates
- Client project manager name, telephone number, and e-mail address

5. PROCESS FOR SUBMITTING PROPOSALS

- **Content of Proposal**
  The proposal must be submitted using the format as indicated in the proposal format guidelines.

- **Preparation of Proposal**
  Each proposal shall be prepared simply and economically, avoiding the use of elaborate promotional material beyond those sufficient to provide a complete, accurate and reliable presentation.

- **Number of Proposals**
  Submit an original and five (5) copies plus one disk copy of your proposal in sufficient detail to allow for thorough evaluation and comparative analysis.

- **Submission of Proposals**
  Complete written proposals must be submitted in sealed envelopes marked and received no later than 4:00 p.m. (P.S.T) on January 19, 2012 to the address below. Proposals will not be accepted after this deadline. Faxed or e-mailed proposals will not be accepted.

Kimberly Hall Barlow
Jones & Mayer
City Attorney's Office
City of Costa Mesa
3777 N. Harbor Blvd.
Fullerton, CA 92835
RE: Urban Forestry Management

- **Inquiries**
  Questions about this RFP must be directed in writing, via e-mail to:
  Richard Amadril, RFP Facilitator
  Rick.Amadril@costamesaca.gov

From the date that this RFP is issued until a firm is selected and the selection is announced, firms are not allowed to communicate for any reason with any City employee other than the contracting officer listed above regarding this RFP, except during the pre-proposal conference. Refer to the Schedule of Events of this RFP or the City webpage to determine if a pre-proposal conference has been scheduled. The City reserves the right to reject any proposal for violation of this provision. No questions other than written will be accepted, and no response other than written will be binding upon the City.

- **Conditions for Proposal Acceptance**
  This RFP does not commit the City to award a contract or to pay any costs incurred for any services. The City, at its sole discretion, reserves the right to accept or reject any or all proposals received as a result of this RFP, to negotiate with any qualified source, or to cancel this RFP in part or in its entirety. All proposals will become the property of the City of Costa Mesa, USA. If any proprietary information is contained in the proposal, it should be clearly identified

MINIMUM REQUIREMENTS FOR SUBMITTING A PROPOSAL

A. Proposer must have been in the business of providing full service urban forest maintenance programs to governmental agencies and/or municipalities that includes, but is not limited to the pruning, removal and replacement of trees for at least five (5) years. In addition, Proposer must provide five (5) references with contact information for the main agency manager.

B. Proposers must show, through documentation by records of past performance and references, a corporate capability that includes the ability to perform the following work, both consistently and concurrent with other required services:

   Annually trim as many as eight thousand (8,000) trees, with trees ranging in size from three (3) to more than forty (40) inches in diameter, with work occurring during regular business hours, at night or during weekends. Inclusive in this tree count are more than two thousand five hundred (2,500) palms, which shall be trimmed from the safety of a certified aerial boom truck. The Proposer must be prepared to physically display an inventory of equipment for inspection by the City that includes certified aerial boom truck equipment with boom height capacity in excess of ninety (90) feet. The City will not allow workers gaffing into palms as a substitution for equipment that does not meet equipment height requirements. The Proposer must be prepared to trim trees based on seasonal appropriateness and the logistical needs of the City.

   Annually remove and grind the stumps of as many as two hundred fifty (250) trees ranging in size from three (3) inches to over forty (40) inches in diameter, with work occurring during regular business hours. The Proposer must show documentable experience in the safe removal of mature trees using methods of rigging, including the use of cranes.

   Annually, supply and plant as many as five hundred (500) trees ranging in size from fifteen (15) gallon to thirty-six (36) inch box-size nursery stock. The Proposer shall exhibit, by portfolio and references, experience with planting projects of the scope and quantity described herein.

   Annually water and maintain as many as five hundred (500) young trees with a regularly scheduled work plan.

   The Proposer shall exhibit, by portfolio and references, the capacity to respond to emergency tree incidents, ranging from limb failures on single trees to storm related damages affecting many trees, in a manner that meets the needs of the City.

C. Proposer shall show capacity to process notifications for the community on all work activities and to operate and maintain, at no additional cost to the City, an internet based computerized tree inventory system that has the capacity to integrate existing tree inventory data and work histories and to update site specific tree data and work records

as described herein. The use of door hangers and/or door knocking may be permitted, however mailed notifications are preferred.

D. Proposals must be complete, as detailed in this RFP, including any necessary sub-Contractor quotes.

E. Proposer's proposal must be valid for not less than one hundred eighty (180) days after the Proposal Submission Deadline.

F. Proposer must hold valid State of California Contractor's Licenses C61/D49 and C27 at the time of proposal submittal.

G. Proposer must have a sufficient inventory of equipment so as to be able to perform the scope of work described in the Project Requirements & Project Special Provisions.

H. Proposer must possess the capability of processing the quantities of green waste and refuse that are generated from performing the work described herein in a manner compliant with the requirements of the State's legislation, AB 939.

I. Proposer must have on their staff an adequate number of full-time permanently employed personnel that are fully trained in urban forestry best management practices and are able to speak and understand English in order to successfully complete all work specified as part of this contract work.

J. Proposer must be capable meeting the additional insurance requirements outlined in this section of the Request for Proposal.

Prior to commencing work, the Contractor shall procure and maintain at Contractor's own cost and expense for the duration of the Contract, insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the work or services hereunder by the Contractor, his agents, representatives, employees, or subcontractors. The cost of such insurance shall be included in Contractor's Proposal.

Without in any way affecting the indemnity provided, the Contractor shall secure before commencement of the work and throughout the contract the following types and amounts of insurance:

1. **Commercial General Liability Insurance:** Contractor shall maintain commercial general liability (CGL) with a limit of not less than $2,000,000 each occurrence/$5,000,000 annual aggregate.
   a. CGL insurance shall be written on Insurance Services Office form CG 00 01 (or a substitute form providing equivalent coverage) and shall cover liability arising from premises, operations, independent contractors, products-completed operations, personal injury and advertising injury liability assumed under an insured contract (including the tort liability of another assumed in a business contract), and explosion, collapse and underground hazards.

2. **Business Auto Liability Insurance:** Contractor shall maintain business auto liability with a limit of not less than $1,000,000 each accident.
   a. Business Auto Insurance shall cover liability arising out of any auto (including owned, hired, and non-owned autos). Coverage shall be written on Insurance Services Office form CA 00 01, CA 00 05, CA 00 12, CA 00 20, or a substitute form providing equivalent liability coverage. If necessary, the policy shall be

endorsed to provide contractual liability coverage equivalent to that provided in the 1990 and later editions of CA 00 01.

3. **Workers' Compensation and Employer's Liability Insurance:** Contractor shall maintain workers' compensation insurance as required by the State of California and Employer's Liability Insurance in the amount of $1,000,000 per accident for bodily injury or disease.
   a. The insurer shall agree to waive all rights of subrogation against the City of Costa Mesa, its officers, officials, employees, and volunteers for losses arising from activities and operations of Contractor in the performance of services under the contract.

4. Any deductibles or self-insured retentions must be declared to and approved by the City of Costa Mesa. At the option of the City of Costa Mesa, either: the insurer shall reduce or eliminate such deductibles or self-insured retentions as respects the City of Costa Mesa, its officers, officials, employees, or volunteers; or the Contractor shall provide a financial guarantee satisfactory to the City of Costa Mesa guaranteeing payment of losses and related investigation, claim administration and defense expenses.

5. The general liability and automobile liability policies are to contain, or be endorsed to contain, the following provisions:
   a. City of Costa Mesa, its officers, officials, employees, and volunteers are to be covered as additional insured's with respect to liability arising out of automobiles owned, leased, hired, or borrowed by or on behalf of the contractor; and with respect to liability arising out of work or operations performed by or on behalf of the Contractor including materials, parts or equipment furnished in connection with such work or operations. Under the CGL policy, using the Insurance Services Office additional insured endorsement form CG 20 10 or a substitute providing equivalent coverage, and under the commercial umbrella, if any. City and other additional insured's mentioned in this paragraph shall not, by reason of their inclusion as additional insured's, become liable for any payment of premiums to carriers for such coverage.

   b. For any claims related to this project, the Contractor's insurance coverage shall be primary as respects the City of Costa Mesa, its officers, officials, employees, and volunteers. Any insurance or self-insurance maintained by the City of Costa Mesa, its officers, officials, employees, or volunteers shall be excess of the Contractor's insurance and shall not contribute with it.

   c. Coverage shall not extend to any indemnity coverage for the active negligence of the additional insured in any case where an agreement to indemnify the additional insured would be invalid under the California Civil Code.

6. Each insurance required by this clause shall be endorsed to state that coverage shall not be canceled except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City as set forth in the notice requirement of this Agreement.

7. If Contractor, for any reason, fails to maintain insurance coverage which is required pursuant to this Contract, the same shall be deemed a material breach of contract. City, at its sole option, may terminate this Contract and obtain damages from the Contractor resulting from said breach. Alternatively, City may purchase such coverage (but has no special obligation to do so), and without further notice to the

Contractor, City may deduct from sums due to the Contractor any premium costs advanced by the City for such insurance.

8. Insurance is to be placed with insurers with a current A.M. Best's rating of no less than A:7 unless otherwise approved by the City's Risk Manager.

9. Contractor shall furnish the City of Costa Mesa with original certificates and amendatory endorsements effecting coverage required by this section. The certificates and endorsements for each policy are to be signed by a person authorized by the insurer to bind coverage on its behalf. The certificates and endorsements should be on forms provided by the City of Costa Mesa or on other than the City of Costa Mesa's forms, provided those forms and endorsements conform to the requirements. All certificates and endorsements are to be received and approved by the City of Costa Mesa before work commences. The City of Costa Mesa reserves the right to require complete, certified copies of all required insurance policies, including endorsements affecting the coverage required by these specifications at any time.

10. Contractor shall include all subcontractors as insured's under its policies or shall furnish separate certificates and endorsements for each subcontractor. All coverage's for subcontractors shall be subject to all of the requirements stated herein.

III. PROPOSAL GUIDELINES, SUBMITTALS & SELECTION PROCESS

The City of Costa Mesa has a world renowned reputation. It is known its vital neighborhoods, well maintained open spaces and public landscapes and its environmental programs. The residents, business owners and staff have high expectations when it comes to tree care and the contractors that perform work within the City. Contractors must be aware of how the quality of the service they provide will affect the reputation of the City. All contractors proposing to work within the City of Costa Mesa must strive for excellence at all times.

B. Proposal Guidelines & Requirements

1. Award will be made to the firm who best meets the City's requirements and who offers the most advantageous combination of low price and highest qualifications for the all criteria described in this document.

2. Proposals may be withdrawn at any time prior to the Open Date.
No proposal may be withdrawn after the Open Date.

3. Proposers are to field verify any footages, sizes or quantities provided in this document and base Proposals only on field verified footages, sizes or quantities. Proposers are advised to become familiar with all conditions, instructions, and specifications of this RFP. By submitting a proposal, Proposer represents and warrants that it has thoroughly examined and become familiar with the work required under this RFP, that Proposer has conducted such additional investigation as it deems necessary and convenient, that Proposer is capable of providing the equipment, goods and services necessary to furnish tree care services in a manner that meets the City's objectives and specifications as outlined in this RFP, and that Proposer has reviewed and inspected all materials submitted in response to this RFP. Once the award has been made, a failure to have read the conditions, instructions, and specifications herein shall not be cause to alter the contract or for Proposer to request additional compensation.

4. Proposals shall include OSHA certifications for all aerial equipment and the most recent California Highway Patrol Commercial Vehicle Inspection report for equipment to be used throughout the term of this project. Both of these provisions shall be provided with the submission of proposals.

5. Proposals shall include a list of all persons and their titles that will be performing the work outlined in the contract. Personnel must be qualified and trained in the tree maintenance industry. This will include the staffing of an on-site Supervisor who shall be an ISA Certified Arborist and fluent in the English language.

   At all times during contracted tree maintenance activities, the firm shall have work crews on site that are represented by an English speaking supervisor who can receive and carry out instructions given by proper authorities.

6. The firm shall be held liable for the faithful observance of any lawful instructions of the City, not in conflict with the contract, which may be delivered to said party or his representatives on the work.

7. Proposals shall include a Quality Control Plan with realistic expectations and an effective and efficient means of identifying and correcting problems throughout the entire scope of operations. The successful contractor shall be required to comply with all proposed quality control methods throughout the term of the contract.

8. Contractors shall include with the proposal a copy of their current Safety Manual that meets SB 198 requirements for injury and illness prevention.

9. The process will adhere to the current City of Costa Mesa Administrative Instructions for the award of contracts. Each bid will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualifications. All applicants will be notified as to the results of this evaluation.

10. If the proposal is made by a sole owner, it shall be signed with his/her name and his/her address shall be given. If it is made by a partnership, it shall be signed with the partnership name by a member of the firm authorized to bind the partnership who shall also sign his/her own name, and the name and address of each member shall be given. If it is made by a corporation, the first signature shall be made by a president or vice president and the second signature shall be made by a secretary or treasurer or other individual who has the full and proper authorization to do so and their address shall be given. If the proposal is made by a joint venture, it shall be signed on behalf of each participating company by officers or other individuals who have full and proper authorization to do so and their address shall be given.

11. Proposer's failure to duly and adequately respond to this RFP will render the proposal non-responsive and is grounds for rejection by the City.

12. The City of Costa Mesa shall not be liable for any pre-contractual expenses incurred by any proposer or the selected Proposer. Proposer shall not include any such expenses as part of the price proposal in response to this RFP.

13. Any contract that results from this bid will terminate without penalty at the end of the fiscal year in the event funds are not appropriated for the next fiscal year.

14. The successful Proposer will be required to furnish the City with a Performance Bond in the amount of 100% of the annual contract amount and shall be furnished concurrently with the signing of the contract. The surety who provides the bond must be authorized by the Insurance Commissioner to transact business of insurance in the State of California. Said bonds shall be executed by the surety and Contractor concurrently with the signing of the contract. The form of said bond must be approved by the City Attorney's Office.

C. Submittals Firms wishing to have their proposals considered for this project shall include the following submittals.

1. State of California Contractor's License number and expiration date, C-27 & C61/D-49.

2. Proof of required insurance coverage
   Affirmative statement of compliance with indemnity and insurance.

3. Names, qualifications and proposed duties of staff to be assigned to this project.
   The firm shall identify at least two (2) ISA Certified Arborists who have at least 5 years experience in the field of urban forest management that will be responsible for providing project management throughout the life of the contract as well as a full-time English speaking Project Supervisor, who is an ISA Certified Arborist, capable of communicating with any City representative and be authorized to act on behalf of the firm.

4. List of staff qualifications including but not limited to:
   a. Certified Arborists employed by the firm.
   b. Certified Tree workers employed by the firm.
   c. Certified Utility Arborists employed by the firm.
   d. Utility Line Clearance Specialists employed by the firm.
   e. Certified Wildlife Protectors employed by the firm.
   f. California State Licensed Pest Control Advisor employed by the firm.
   g. California State Licensed Pest Control Applicator employed by the firm.
   h. Consulting Arborist employed by the firm to consult on tree health issues.
   i. Technicians providing technical support for inventory software.

5. Documentation of the technical ability and experience similar in scope to this project.
   a. A description of previous experience, including urban forestry management projects of similar nature and scope.
   b. A written description of the proposed software program to be used to manage the City's Tree Inventory and firm's ability to provide accurate inventory updates for all trees serviced.
   c. A statement describing the firm's ability to provide tree inventory data for the City's Geographic Information System (GIS). Data shall be compatible with the City's GIS program.
   d. A written description of work activities that includes but not limited to the following activities:
      1. Grid pruning
      2. Service responses
      3. Planting
      4. Removals
      5. Emergency response protocol

e. A written description of the firm's plan to report greenwaste generated and the method for its disposal.
f. A complete list of machinery and equipment, including year, serial number and license number, that will be dedicated for use on this contract and all available equipment in reserve to allow for breakdowns.
g. A written statement describing the firm's ability to acquire and purchase trees for the City's planting program. Include a description of the facility where the trees are to be stored.

6. A written description of the firm's internal tree maintenance and arboricultural training program.

7. Statement of past project disqualification(s) and litigation.

8. Proposed Quality and Cost Control Plan to enhance the service and responsiveness to the City. It should include the following:
   a. The methodology in which the firm will handle complaints from the public and damage to public and private property.
   b. Effective means to correct problems.
   c. The means the firm will use for completing the project.

9. Proposed Customer Service Program.
   a. A detailed description of the proposed services to be performed along with schedules, list of personnel, and vehicles that would be required to complete this project.
   b. A written description of methodology to be used for notifying residents prior to commencement of tree work. (Door hangers are permitted in the City.)

10. Documentation of Corporate and Financial Capability

11. Letters of Reference (a maximum of 5 letters may be submitted).

12. Cost Proposal shall be submitted in a separate sealed envelope as part of this Proposal for all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated.

IX. EVALUATION CRITERIA

The City's evaluation and selection process will be conducted in accordance with Chapter V, Article 2 of the City's Municipal Code (Code). In accordance with the Code, the lowest responsible bidder will be determined based on evaluation of qualitative factors in addition to price. At all times during the evaluation process, the following criteria will be used. Sub-criteria are not necessarily listed in order of importance. Additional sub criteria that logically fit within a particular evaluation criteria may also be considered even if not specified below.

1. Qualifications of Entity and Key Personnel-------25%

Includes ability to provide the requested scope of services, the Proposer's financial capacity, recent experience conducting work of similar scope, complexity, and magnitude for other public agencies of similar size, references.

2. Approach to Providing the Requested Scope of Services-------25%

Includes an understanding of the RFP and of the project's scope of services, knowledge of applicable laws and regulations related to the scope of services.

3. Price Proposal-----25%

Price Proposals will be evaluated on the basis of the Total Estimated Annual Price submitted in Appendix D.

4. Innovative and/or creative approaches to providing the services that provide additional efficiencies or increased performance capabilities. ----25%

X. EVALUATION OF PROPOSALS AND SELECTION PROCESS

In accordance with its Municipal Code, the City will adhere to the following procedures in evaluating proposals. An Evaluation/Selection Committee (Committee), which may include members of the City's staff and possibly one or more outside experts, will screen and review all proposals according to the weighted criteria set forth above. While price is one basic factor for award, it is not the sole consideration.

A. Responsiveness Screening

Proposals will first be screened to ensure responsiveness to the RFP. The City may reject as non-responsive any proposal that does not include the documents required to be submitted by this RFP. At any time during the evaluation process, the City reserves the right to request clarifications or additional information from any or all Proposers regarding their proposals.

B. Initial Proposal Review

The Committee will initially review and score all responsive written proposals based upon the Evaluation Criteria set forth above. The Committee may also contact Proposer's references. Proposals that receive the highest evaluation scores may be invited to the next stage of the evaluation process. The City may reject any proposal in which a Proposer's approach, qualifications, or price is not considered acceptable by the City. An unacceptable proposal is one that would have to be substantially rewritten to make it acceptable. The City may conclude the evaluation process at this point and recommend award to the lowest responsible bidder. Alternatively, the City may elect to negotiate directly with one or more Proposers to obtain the best result for the City prior to making a recommendation or selection.

C. Interviews, Reference Checks, Revised Proposals, Discussions

Following the initial screening and review of proposals, the Proposers included in this stage of the evaluation process may be invited to participate in an oral interview. Interviews, if held, are tentatively scheduled for February 8, 2012 and will be conducted at City of Costa Mesa City Hall, 77 Fair Drive, Costa Mesa, CA 92626. This date is subject to change. The individual(s) from Proposer's firm or entity that will be directly responsible for carrying out the contract, if awarded, should be present at the oral interview. The oral interview may, but is not required to, use a written question/answer format for the purpose of clarifying the intent of any portions of the proposal.

In addition to conducting an oral interview, the City may during this stage of the evaluation process also contact and evaluate the Proposer's references, contact any Proposer to clarify any response or request revised or additional information, contact any current users of a Proposer's services, solicit information from any available source concerning any aspect of a proposal, and seek and review any other information deemed pertinent to the evaluation process.

Following conclusion of this stage of the evaluation process, the Committee will again rank all Proposers according to the evaluation criteria set forth above. The Committee may conclude the evaluation process at this point, and make a recommendation for award, or it may request Best and Final Offers from Proposers. The City may accept the proposal or negotiate the terms and conditions of the agreement with the highest ranked firm, which shall be determined to be the lowest responsible bidder. The City may

recommend award without Best and Final Offers, so Proposers should include their best proposal with their initial submission.

Recommendation for award is contingent upon the successful negotiation of final contract terms. Negotiations shall be confidential and not subject to disclosure to competing Proposers unless an agreement is reached. If contract negotiations cannot be concluded successfully within a time period determined by the City, the City may terminate negotiations and commence negotiations with the next highest scoring Proposer or withdraw the RFP.

8. PROTEST PROCEDURES

Failure to comply with the rules set forth herein may result in rejection of the protest. Protests based upon restrictive specifications or alleged improprieties in the proposal procedure which are apparent or reasonably should have been discovered prior to receipt of proposals shall be filed in writing with the RFP Facilitator at least 10 calendar days prior to the deadline for receipt of proposals. The protest must clearly specify in writing the grounds and evidence on which the protest is based.

Protests based upon alleged improprieties that are not apparent or which could not reasonably have been discovered prior to submission date of the proposals, such as disputes over the staff recommendation for contract award, shall be submitted in writing to the RFP Facilitator, within forty-eight hours from receipt of the notice from the City advising of staff's recommendation for award of contract. The protest must clearly specify in writing the grounds and evidence on which the protest is based. The RFP Facilitator will respond to the protest in writing at least three days prior to the meeting at which staff's recommendation to the City Council will be considered. Should Proposer decide to appeal the response of the RFP Facilitator, and pursue its protest at the Council meeting, it will notify the RFP Facilitator of its intention at least two days prior to the scheduled meeting.

9. CONFIDENTIALITY

The California Public Records Act (Cal. Govt. Code Sections 6250 et seq.) mandates public access to government records. Therefore, unless information is exempt from disclosure by law, the content of any request for explanation, exception, or substitution, response to this RFP, protest, or any other written communication between the City and Proposer, shall be available to the public. The City intends to release all public portions of the proposals following the evaluation process at such time as a recommendation is made to the City Council.

If Proposer believes any communication contains trade secrets or other proprietary information that the Proposer believes would cause substantial injury to the Proposer's competitive position if disclosed, the Proposer shall request that the City withhold from disclosure the proprietary information by marking each page containing such proprietary information as confidential. Proposer may not designate its entire proposal as confidential nor designate its Price Proposal as confidential.

Submission of a proposal shall indicate that, if Proposer requests that the City withhold from disclosure information identified as confidential, and the City complies with the Proposer's request, Proposer shall assume all responsibility for any challenges resulting from the non-disclosure, indemnify and hold harmless the City from and against all damages (including but not limited to attorney's fees that may be awarded to the party requesting the Proposer information), and pay any and all costs and expenses related to the withholding of Proposer information. Proposer shall not make a claim, sue, or maintain any legal action against the City or its directors, officers, employees, or agents concerning the disclosure, or withholding from disclosure, of any Proposer information. If Proposer does not request that the City withhold from disclosure information identified as confidential, the City shall have no obligation to withhold

the information from disclosure and may release the information sought without any liability to the City.

DISPOSAL OF MATERIALS
CITY TO RECEIVE RECYCLING CREDIT -AB939

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.

Reducing shall include but not be limited to chipping, grinding, and/or shredding operations. Disposal is to be at a recycling yard for use in a mulching program, and Contractor shall provide proof of such with each demand for payment.

Reusing will include, but not be limited to using chipped, ground or shredded tree materials as mulch. If the Contractor has a location outside the City where such mulch may be applied, Contractor must provide the City with documentation (included in each demand for payment) from the property owner indicating location and amount of material to be used at that location.

Recycling will include, but not be limited to firewood that is too large to be chipped, ground or shredded for use as mulch. Transformation will include, but not be limited to firewood that is too large to be chipped, ground or shredded for use as mulch. If wood is to be kept for firewood by Contractor, Contractor must provide to the City proof of such an operation with each demand for payment

- Ex Parte Communications
  Proposers and Proposers' representatives should not communicate with the City Council members about this RFP. In addition, Proposers and Proposers' representatives should not communicate outside the procedures set forth in this RFP with an officer, employee or agent of the City, including any member of the evaluation panel, with the exception of the RFP Facilitator, regarding this RFP until after Contract Award. Proposers and their representatives are not prohibited, however, from making oral statements or presentations in public to one or more representatives of the City during a public meeting.

  A "Proposer" or "Proposer's representative" includes all of the Proposer's employees, officers, directors, consultants and agents, any subcontractors or suppliers listed in the Proposer's proposal, and any individual or entity who has been requested by the Proposer to contact the City on the Proposer's behalf. Proposers shall include the Ex Parte Communications form (Appendix C) with their proposals certifying that they have not had or directed prohibited communications as described in this section.

- Conflict Of Interest
  The Proposer warrants and represents that it presently has no interest and agrees that it will not acquire any interest which would present a conflict of interest under California Government Code sections 1090 et seq., or sections 87100 et seq., during the performance of services under any Agreement awarded. The Proposer further covenants that it will not knowingly employ any person having such an interest in the performance of any Agreement awarded. Violation of this provision may result in any Agreement awarded being deemed void and unenforceable.

- Disqualification Questionnaire
  Proposers shall complete and submit, under penalty of perjury, a standard form of questionnaire inquiring whether a Proposer, any officer of a proposer, or any employee of a Proposer who has a proprietary interest in the Proposer, has ever been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local government project because of a violation of law or safety regulation and if so, to explain the circumstances. A proposal may be rejected on the basis of a Proposer, any officer or employee of such Proposer, having been disqualified, removed, or otherwise prevented from proposing on, or completing a federal, state, or local project because of a violation of law or a safety regulation. See Appendix E.

- Disclosure Of Governmental Position
  In order to analyze possible conflicts that might prevent a Proposer from acting on behalf of the City, the City requires that all Proposers disclose in their proposals any positions that they hold as directors, officers, or employees of any governmental entity. Additional disclosure may be required prior to contract award or during the term of the contract. Each Proposer shall disclose whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months using the attached "Disclosure of Government Positions Form." (See Appendix F.)

Please carefully review the Sample Agreement and Insurance Requirements before responding to the Request for Proposal enclosed herein. The terms of the agreement, including insurance requirements have been mandated by City Council and can be modified only if extraordinary circumstances exist. Your response to the Request for Proposal must indicate if you are unwilling or unable to execute the agreement as drafted as well as providing the insurance requirements. The City will consider this in determining responsiveness to the Request for Proposal.

APPENDIX A

REQUEST FOR PROPOSAL
Urban Forest Management
VENDOR APPLICATION FORM

TYPE OF APPLICANT: ☐ NEW ☐ CURRENT VENDOR
Legal Contractual Name of Corporation: _____
Contact Person for Agreement: _____
Corporate Mailing Address: _____
City, State and Zip Code: _____
E-Mail Address: _____
Phone: _____ Fax: _____
Contact Person for Proposals: _____
Title: _____ E-Mail Address: _____
Business Telephone: _____ Business Fax: _____
Is your business: (check one)

☐ NON PROFIT CORPORATION ☐ FOR PROFIT CORPORATION

Is your business: (check one)

☐ CORPORATION ☐ LIMITED LIABILITY PARTNERSHIP
☐ INDIVIDUAL ☐ SOLE PROPRIETORSHIP
☐ PARTNERSHIP ☐ UNINCORPORATED ASSOCIATION

Names & Titles of Corporate Board Members
(Also list Names & Titles of persons with written authorization/resolution to sign contracts)

Names	Title	Phone

Federal Tax Identification Number: _____

City of Costa Mesa Business License Number: _____
(If none, you must obtain a Costa Mesa Business License upon award of contract.)

City of Costa Mesa Business License Expiration Date: _____

APPENDIX B

PROFESSIONAL SERVICES AGREEMENT
CITY OF COSTA MESA

THIS AGREEMENT is made and entered into this __ day of ____, 2011 ("Effective Date"), by and between the CITY OF COSTA MESA, a municipal corporation ("City"), and consultant, a California corporation ("Consultant").

W I T N E S S E T H :

A. WHEREAS, City proposes to have Consultant _____ as described herein below; and

B. WHEREAS, Consultant represents that it has that degree of specialized expertise necessary to practice and perform the services herein contemplated; and

C. WHEREAS, City and Consultant desire to contract for specific services in connection with the project described below (the "Project") and desire to set forth their rights, duties and liabilities in connection with the services to be performed; and

D. WHEREAS, no official or employee of City has a financial interest, within the provisions of California Government Code, Sections 1090-1092, in the subject matter of this Agreement.

NOW, THEREFORE, for and in consideration of the mutual covenants and conditions contained herein, the parties hereby agree as follows:

1.0. SERVICES PROVIDED BY CONSULTANT

1.1. Scope of Services. Consultant shall provide the professional services described in Consultant's Proposal (the "Proposal"). A copy of said Proposal is attached hereto as Exhibit "A" and incorporated herein by this reference.

1.2. Professional Practices. All professional services to be provided by Consultant pursuant to this Agreement shall be provided by personnel experienced in their respective fields and in a manner consistent with the standards of care, diligence and skill ordinarily exercised by professional consultants in similar fields and circumstances in accordance with sound professional practices. It is understood that in the exercise of every aspect of its role, within the scope of work, consultant will be representing the City, and all of its actions, communications, or other work, during its employment, under this contract is under the direction of the City. Consultant also warrants that it is familiar with all laws that may affect its performance of this Agreement and shall advise City of any changes in any laws that may affect Consultant's performance of this Agreement.

1.3. Warranty. Consultant warrants that it shall perform the services required by this Agreement in compliance with all applicable Federal and California employment laws including, but not limited to, those laws related to minimum hours and wages; occupational health and safety; fair employment and employment practices; workers' compensation insurance and safety in employment; and all other Federal, State and local laws and ordinances applicable to the services required under this Agreement. Consultant shall indemnify and hold harmless City from and against all claims, demands, payments, suits, actions, proceedings, and judgments of every nature and description including attorneys' fees and costs, presented, brought, or recovered

against City for, or on account of any liability under any of the above-mentioned laws, which may be incurred by reason of Consultant's performance under this Agreement.

1.4. Prevailing Wages. Consultant shall pay not less than the prevailing rates of wages to all workers employed by him in the execution of this Agreement. The Consultant will be required to comply with the California Labor Code, Article 2, Section 1770 through 1780 inclusive and Article 5, Section 1810 through 1861 inclusive. (Laws and Regulations governing the payment of prevailing wages). The Consultant shall pay its employees the general prevailing rate of wages as determined by the Director of the Department of Industrial Relations. Consultant and any of its subcontractors shall keep an accurate payroll record showing the name, address, social security number, work classification, straight time and overtime hours worked each day and week, and the actual per diem wages paid to each journeyman, apprentice, worker, or other employee employed. The payroll records shall be certified, available for inspection, and copies thereof furnished with the payment requests as prescribed in Section 1776 of the Labor Code. Consultant shall keep the City informed as to the location of the records and shall be responsible for the compliance with these requirements by all subcontractors. The provisions of Article 2 and 3, Division 2, Chapter 1 of the Labor Code, State of California, are made by this reference a part of this Agreement.

1.5. Performance Bond. A performance bonds shall be required to be issued to ensure Consultant's performance under this Agreement. The amount of the performance bond shall be $_____ and shall be issued by an admitted surety insurer as defined by the Code of Civil Procedure Section 995.120.

1.6. Non-discrimination. In performing this Agreement, Consultant shall not engage in, nor permit its agents to engage in, discrimination in employment of persons because of their race, religion, color, national origin, ancestry, age, physical handicap, medical condition, marital status, sexual gender or sexual orientation, except as permitted pursuant to Section 12940 of the Government Code. Violation of this provision may result in the imposition of penalties referred to in Labor Code, Section 1735.

1.7. Non-Exclusive Agreement. Consultant acknowledges that City may enter into agreements with other consultants for services similar to the services that are subject to this Agreement or may have its own employees perform services similar to those services contemplated by this Agreement.

1.8. Delegation and Assignment. This is a personal service contract, and the duties set forth herein shall not be delegated or assigned to any person or entity without the prior written consent of City. Consultant may engage a subcontractor(s) as permitted by law and may employ other personnel to perform services contemplated by this Agreement at Consultant's sole cost and expense.

2.0. COMPENSATION AND BILLING

2.1. Compensation. [TBD]

2.2. Additional Services. Consultant shall not receive compensation for any services provided outside the scope of services specified in the Proposal unless the City or the Project Manager for this Project, prior to Consultant performing the additional services, approves such additional services in writing. It is specifically understood that oral requests and/or approvals of such additional services or additional compensation shall be barred and are unenforceable.

2.3. Method of Billing. Consultant may submit invoices to City's affected supervisor for approval on a progress basis, but no more often than two times a month. Said invoice shall be based on the total of all Consultants' services which have been completed to City's sole satisfaction. City shall pay Consultant's invoice within forty-five (45) days from the date City receives said invoice. Each invoice shall describe in detail, the services performed and the associated time for completion. Any additional services approved and performed pursuant to this Agreement shall be designated as "Additional Services" and shall identify the number of the authorized change order, where applicable, on all invoices.

2.4. Records and Audits. Records of Consultant's services relating to this Agreement shall be maintained in accordance with generally recognized accounting principles and shall be made available to City or its Project Manager for inspection and/or audit at mutually convenient times for a period of three (3) years from the Effective Date.

3.0. TIME OF PERFORMANCE

3.1. Commencement and Completion of Work. The professional services to be performed pursuant to this Agreement shall commence within five (5) days from the Effective Date of this Agreement. Said services shall be performed in strict compliance with the Project Schedule approved by City as set forth in Exhibit "D," attached hereto and incorporated herein by this reference. The Project Schedule may be amended by mutual agreement of the parties. Failure to commence work in a timely manner and/or diligently pursue work to completion may be grounds for termination of this Agreement.

3.2. Excusable Delays. Neither party shall be responsible for delays or lack of performance resulting from acts beyond the reasonable control of the party or parties. Such acts shall include, but not be limited to, acts of God, fire, strikes, material shortages, compliance with laws or regulations, riots, acts of war, or any other conditions beyond the reasonable control of a party.

4.0. TERM AND TERMINATION

4.1. Term. This Agreement shall commence on the Effective Date and continue for a period of three year, unless previously terminated as provided herein or as otherwise agreed to in writing by the parties. At the end of the term period, the City may determine, in its sole discretion, to exercise an option to renew the contract for up to two periods of one (1) year each. The City shall give notice to Consultant of its intention to exercise such option at least 30 days prior to expiration of the base, or option, term.

4.2. Notice of Termination. The City reserves and has the right and privilege of canceling, suspending or abandoning the execution of all or any part of the work contemplated by this Agreement, with or without cause, at any time, by providing written notice to Consultant. The termination of this Agreement shall be deemed effective upon receipt of the notice of termination. In the event of such termination, Consultant shall immediately stop rendering services under this Agreement unless directed otherwise by the City.

4.3. Compensation. In the event of termination, City shall pay Consultant for reasonable costs incurred and professional services satisfactorily performed up to and including the date of City's written notice of termination.

4.4 Documents. In the event of termination of this Agreement, all documents prepared by Consultant in its performance of this Agreement including, but not limited to, inmate intake reports and logs shall be delivered to the City within ten (10) days of delivery of

termination notice to Consultant, at no cost to City. Any use of uncompleted documents without specific written authorization from Consultant shall be at City's sole risk and without liability or legal expense to Consultant.

5.0. INSURANCE

5.1. Minimum Scope and Limits of Insurance. Consultant shall obtain and maintain during the life of this Agreement all of the following insurance coverages:

(a) Comprehensive general liability, including premises-operations, products/completed operations, broad form property damage, blanket contractual liability, independent contractors, personal injury with a policy limit of not less than Three Million Dollars ($3,000,000.00), combined single limits, per occurrence and aggregate.

(b) Automobile liability for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate.

(c) Workers' compensation insurance as required by the State of California. Consultant agrees to waive, and to obtain endorsements from its workers' compensation insurer waiving, subrogation rights under its workers' compensation insurance policy against the City and to require each of its subcontractors, if any, to do likewise under their workers' compensation insurance policies.

(d) Professional errors and omissions ("E&O") liability insurance with policy limits of not less than One Million Dollars ($1,000,000.00), combined single limits, per occurrence and aggregate. Consultant shall obtain and maintain, said E&O liability insurance during the life of this Agreement and for three years after completion of the work hereunder.

5.2. Endorsements. The comprehensive general liability insurance policy shall contain or be endorsed to contain the following provisions:

(a) Additional insureds: "The City of Costa Mesa and its elected and appointed boards, officers, agents, and employees are additional insureds with respect to this subject project and contract with City."

(b) Notice: "Said policy shall not terminate, nor shall it be cancelled, nor the coverage reduced, until thirty (30) days after written notice is given to City."

(c) Other insurance: "Any other insurance maintained by the City of Costa Mesa shall be excess and not contributing with the insurance provided by this policy."

5.3 If any of such policies provide for a deductible or self-insured retention to provide such coverage, the amount of such deductible or self-insured retention shall be approved in advance by City. No policy of insurance issued as to which the City is an additional insured shall contain a provision which requires that no insured except the named insured can satisfy any such deductible or self-insured retention.

5.4. Certificates of Insurance: Consultant shall provide to City certificates of insurance showing the insurance coverages and required endorsements described above, in a form and content approved by City, prior to performing any services under this Agreement.

5.5. Non-limiting: Nothing in this Section shall be construed as limiting in any way, the indemnification provision contained in this Agreement, or the extent to which Consultant may be held responsible for payments of damages to persons or property.

6.0. GENERAL PROVISIONS

6.1. Entire Agreement: This Agreement constitutes the entire Agreement between the parties with respect to any matter referenced herein and supersedes any and all other prior writings and oral negotiations. This Agreement may be modified only in writing, and signed by the parties in interest at the time of such modification. The terms of this Agreement shall prevail over any inconsistent provision in any other contract document appurtenant hereto, including exhibits to this Agreement.

6.2. Representatives. The City Manager or his designee shall be the representative of City for purposes of this Agreement and may issue all consents, approvals, directives and agreements on behalf of the City, called for by this Agreement, except as otherwise expressly provided in this Agreement.

Consultant shall designate a representative for purposes of this Agreement who shall be authorized to issue all consents, approvals, directives and agreements on behalf of Consultant called for by this Agreement, except as otherwise expressly provided in this Agreement.

6.3. Project Managers. City shall designate a Project Manager to work directly with Consultant in the performance of this Agreement.

Consultant shall designate a Project Manager who shall represent it and be its agent in all consultations with City during the term of this Agreement. Consultant or its Project Manager shall attend and assist in all coordination meetings called by City.

6.4. Notices: Any notices, documents, correspondence or other communications concerning this Agreement or the work hereunder may be provided by personal delivery, facsimile or mail and shall be addressed as set forth below. Such communication shall be deemed served or delivered: a) at the time of delivery if such communication is sent by personal delivery; b) at the time of transmission if such communication is sent by facsimile; and c) 48 hours after deposit in the U.S. Mail as reflected by the official U.S. postmark if such communication is sent through regular United States mail.

IF TO CONSULTANT:	IF TO CITY:
Consultant	City of Costa Mesa
12345 Jefferson Rd.	77 Fair Drive
Costa Mesa, CA 92626	Costa Mesa, CA 92626
Tel: 555-555-5555	Tel: 714-754-5156
Fax: 555-555-5555	Fax: 714-754-5330
Attn:	Attn: Purchasing

6.5. Drug-free Workplace Policy. Consultant shall provide a drug-free workplace by complying with all provisions set forth in City's Council Policy 100-5, attached hereto as Exhibit

"B" and incorporated herein by reference. Consultant's failure to conform to the requirements set forth in Council Policy 100-5 shall constitute a material breach of this Agreement and shall be cause for immediate termination of this Agreement by City.

6.6. Attorneys' Fees: In the event that litigation is brought by any party in connection with this Agreement, the prevailing party shall be entitled to recover from the opposing party all costs and expenses, including reasonable attorneys' fees, incurred by the prevailing party in the exercise of any of its rights or remedies hereunder or the enforcement of any of the terms, conditions, or provisions hereof.

6.7. Governing Law: This Agreement shall be governed by and construed under the laws of the State of California without giving effect to that body of laws pertaining to conflict of laws. In the event of any legal action to enforce or interpret this Agreement, the parties hereto agree that the sole and exclusive venue shall be a court of competent jurisdiction located in Orange County, California.

6.8. Assignment: Consultant shall not voluntarily or by operation of law assign, transfer, sublet or encumber all or any part of Consultant's interest in this Agreement without City's prior written consent. Any attempted assignment, transfer, subletting or encumbrance shall be void and shall constitute a breach of this Agreement and cause for termination of this Agreement. Regardless of City's consent, no subletting or assignment shall release Consultant of Consultant's obligation to perform all other obligations to be performed by Consultant hereunder for the term of this Agreement.

6.9. Indemnification and Hold Harmless: To the fullest extent permitted by law, the Consultant assumes liability for and shall save and protect, hold harmless, indemnify, and defend the City and its elected and appointed officials, officers, and employees (all the foregoing, hereinafter collectively, "Indemnitees") from and against all claims, suits, demands, damages, losses, expenses, and liabilities of any kind whatsoever (all the foregoing, hereinafter collectively "Claims") including, without limitation, attorneys' fees, arising out of, resulting from, relating to, or claimed to have arisen out of, resulted from or related to the engagement of Consultant or the performance of this Agreement by the Consultant (including its subcontractors and suppliers).

It is expressly intended by the parties that Consultant's indemnity and defense obligations shall apply, and Indemnitees shall be fully indemnified without offset, deduction or contribution, regardless of any negligence or other fault of Indemnitees, or any of them, and whether or not such Indemnitee negligence or other fault caused or contributed to the arising of the Claims.
"Claims" as used in this section shall include, without limitation, those for personal injuries, wrongful death, mental or emotional distress, loss of consortium, damage to or loss of use of real, personal or intangible property of any kind, loss of income, loss of earning capacity, and business, financial, commercial or pecuniary losses of any kind whatsoever, and attorneys fees, and costs and expenses of any kind whatsoever.

Consultant's indemnity and defense obligations shall cover the acts or omissions of any of Consultant's subcontractors, and suppliers, and the employees of any of the foregoing.
The Consultant's indemnity and defense obligation under this Section includes, without limitation, any claims, suits, demands, damages, losses, expenses, and liabilities arising from allegations of violations of any federal, State, or local law or regulation, and from allegations of violations of Consultant's or its subcontractor's personnel practices or from any allegation of an injury to an employee of the Consultant or subcontractor performing work or labor necessary to carry out the provisions of this Contract.

The indemnification obligations in this Section shall not be construed to negate, abridge or otherwise reduce any other obligation of indemnity the Consultant may have with respect to the City which may otherwise exist. If any judgment is rendered against the City or any of the other individuals enumerated above in any such action, the Consultant shall, at its expense, satisfy and discharge the same. This indemnification shall survive termination or expiration of this Agreement.

6.10. Independent Contractor: Consultant is and shall be acting at all times as an independent contractor and not as an employee of City. Consultant shall secure, at his expense, and be responsible for any and all payment of Income Tax, Social Security, State Disability Insurance Compensation, Unemployment Compensation, and other payroll deductions for Consultant and its officers, agents, and employees, and all business licenses, if any are required, in connection with the services to be performed hereunder.

6.11. PERS Eligibility Indemnification. In the event that Consultant or any employee, agent, or subcontractor of Consultant providing services under this Agreement claims or is determined by a court of competent jurisdiction or the California Public Employees Retirement System (PERS) to be eligible for enrollment in PERS as an employee of the City, Consultant shall indemnify, defend, and hold harmless City for the payment of any employee and/or employer contributions for PERS benefits on behalf of Consultant or its employees, agents, or subcontractors, as well as for the payment of any penalties and interest on such contributions, which would otherwise be the responsibility of City.

Notwithstanding any other agency, state or federal policy, rule, regulation, law or ordinance to the contrary, Consultant and any of its employees, agents, and subcontractors providing service under this Agreement shall not qualify for or become entitled to, and hereby agree to waive any claims to, any compensation, benefit, or any incident of employment by City, including but not limited to eligibility to enroll in PERS as an employee of City and entitlement to any contribution to be paid by City for employer contribution and/or employee contributions for PERS benefits.

6.12. Ownership of Documents: All findings, reports, documents, information and data including, but not limited to, computer tapes or discs, files and tapes furnished or prepared by Consultant or any of its subcontractors in the course of performance of this Agreement, shall be and remain the sole property of City. Consultant agrees that any such documents or information shall not be made available to any individual or organization without the prior consent of City. Any use of such documents for other projects not contemplated by this Agreement, and any use of incomplete documents, shall be at the sole risk of City and without liability or legal exposure to Consultant. City shall indemnify and hold harmless Consultant from all claims, damages, losses, and expenses, including attorneys' fees, arising out of or resulting from City's use of such documents for other projects not contemplated by this Agreement or use of incomplete documents furnished by Consultant. Consultant shall deliver to City any findings, reports, documents, information, data, in any form, including but not limited to, computer tapes, discs, files audio tapes or any other Project related items as requested by City or its authorized representative, at no additional cost to the City.

6.13. Confidentiality: Any City materials to which the Consultant has access, information that reasonably might be construed as private or containing personal identifiable information, or materials prepared by the Consultant during the course of this Agreement (collectively referred to as "confidential information") shall be held in confidence by the Consultant, who shall exercise all reasonable precautions to prevent the disclosure of confidential information to anyone except the officers, employees and agents of the Consultant as necessary to accomplish the rendition of services set forth in this Agreement. Consultant shall

not release any reports, information, private or promotional information or materials, whether deemed confidential or not, to any third party without the approval of the City.

6.14. Responsibility for Errors. Consultant shall be responsible for its work and results under this Agreement. Consultant, when requested, shall furnish clarification and/or explanation as may be required by the City's representative, regarding any services rendered under this Agreement at no additional cost to City. In the event that an error or omission attributable to Consultant occurs, then Consultant shall, at no cost to City, provide all necessary design drawings, estimates and other Consultant professional services necessary to rectify and correct the matter to the sole satisfaction of City and to participate in any meeting required with regard to the correction.

6.15. Prohibited Employment: Consultant will not employ any regular employee of City while this Agreement is in effect.

6.16. Order of Precedence: In the event of an inconsistency in this Agreement and any of the attached Exhibits, the terms set forth in this Agreement shall prevail. If, and to the extent this Agreement incorporates by reference any provision of the Proposal, such provision shall be deemed a part of this Agreement. Nevertheless, if there is any conflict among the terms and conditions of this Agreement and those of any such provision or provisions so incorporated by reference, this Agreement shall govern over the Proposal.

6.17. Costs: Each party shall bear its own costs and fees incurred in the preparation and negotiation of this Agreement and in the performance of its obligations hereunder except as expressly provided herein.

6.18. No Third Party Beneficiary Rights: This Agreement is entered into for the sole benefit of City and Consultant and no other parties are intended to be direct or incidental beneficiaries of this Agreement and no third party shall have any right in, under or to this Agreement.

6.19. Headings: Paragraphs and subparagraph headings contained in this Agreement are included solely for convenience and are not intended to modify, explain or to be a full or accurate description of the content thereof and shall not in any way affect the meaning or interpretation of this Agreement.

6.20. Construction: The parties have participated jointly in the negotiation and drafting of this Agreement. In the event an ambiguity or question of intent or interpretation arises with respect to this Agreement, this Agreement shall be construed as if drafted jointly by the parties and in accordance with its fair meaning. There shall be no presumption or burden of proof favoring or disfavoring any party by virtue of the authorship of any of the provisions of this Agreement.

6.21. Amendments: Only a writing executed by the parties hereto or their respective successors and assigns may amend this Agreement.

6.22. Waiver: The delay or failure of either party at any time to require performance or compliance by the other of any of its obligations or agreements shall in no way be deemed a waiver of those rights to require such performance or compliance. No waiver of any provision of this Agreement shall be effective unless in writing and signed by a duly authorized representative of the party against whom enforcement of a waiver is sought. The waiver of any right or remedy in respect to any occurrence or event shall not be deemed a waiver of any right or remedy in respect to any other occurrence or event, nor shall any waiver constitute a continuing waiver.

6.23. Severability: If any provision of this Agreement is determined by a court of competent jurisdiction to be unenforceable in any circumstance, such determination shall not affect the validity or enforceability of the remaining terms and provisions hereof or of the offending provision in any other circumstance. Notwithstanding the foregoing, if the value of this Agreement, based upon the substantial benefit of the bargain for any party is materially impaired, which determination as made by the presiding court or arbitrator of competent jurisdiction shall be binding, then both parties agree to substitute such provision(s) through good faith negotiations.

6.24. Counterparts: This Agreement may be executed in one or more counterparts, each of which shall be deemed an original. All counterparts shall be construed together and shall constitute one agreement.

6.25. Corporate Authority: The persons executing this Agreement on behalf of the parties hereto warrant that they are duly authorized to execute this Agreement on behalf of said parties and that by doing so, the parties hereto are formally bound to the provisions of this Agreement.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by and through their respective authorized officers, as of the date first above written.

CITY OF COSTA MESA,
A municipal corporation

_____ Date: _____
City Manager of Costa Mesa

CONSULTANT

_____ Date: _____
Signature

_____
Name and Title

_____
Social Security or Taxpayer ID Number

APPROVED AS TO FORM:

_____ Date: _____
City Attorney

APPROVED AS TO INSURANCE:

_____ Date: _____

Risk Management

APPROVED AS TO CONTENT:

_____ Date: _____

Project Manager

EXHIBIT A

CONSULTANT'S PROPOSAL

EXHIBIT B

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

    b. Establishing a Drug-Free Awareness Program to inform employees about:

        1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT C

CERTIFICATES OF INSURANCE

APPENDIX C

EX PARTE COMMUNICATIONS CERTIFICATION

Please indicate by signing below one of the following two statements. **Only sign one statement.**
I certify that Proposer and Proposer's representatives have not had any communication with a City Councilmember concerning the Urban Forestry Management RFP at any time after _____, 2011.

_____

OR

I certify that Proposer or Proposer's representatives have communicated after_____, 2011 with a City Councilmember concerning the Urban Forestry Management RFP. A copy of all such communications is attached to this form for public distribution.

_____

APPENDIX D

The Proposer agrees that for requested and/or required changes in the scope of work, including additions and deletions on work not performed, the Contract Sum shall be adjusted in accordance with the following unit prices, where the City elects to use this method in determining costs. Proposer is advised that the unit prices will enter into the determination of the contract award. Unreasonable prices may result in rejection of the entire proposal. Unit prices listed below refer to all items performed and the proposal documents and include all costs connected with such items; including but not limited to, materials, labor, overhead, and profit for the Proposer. The unit prices quoted by the Proposer shall be those unit prices that will be charged or credited for labor and materials to be provided regardless of the total number units and/or amount of labor required for added or deleted items of work.

All work shall be performed in accordance with the specifications.

Proposer's Name: _____ Proposer's Initials: _____
PROPOSER License No. _____ Expiration: _____
PROPOSER Taxpayer I.D. Number: _____
Signature: _____ Date: _____
PROPOSER Address: _____
Telephone Number: (____) _____
Fax Number: (____) _____
24-Hour Emergency Contacts:
_____ Telephone No.: (____) _____
Name
_____ Telephone No.: (____) _____
Name
_____ Telephone No.: (____) _____
Name

_____
Proposer's Initials

The Proposer agrees that the City will not be held responsible if any of the approximate quantities shown in the foregoing proposal shall be found incorrect, and he shall not make any claim for damages or for loss of profits because of a difference between the quantities of the various classes of work as estimated and the work actually done. If any error, omission or misstatements shall be discovered in the estimated quantities, it shall not invalidate this contract or release the Proposer from the execution and completion of the whole or part of the work herein specified, in accordance with the specifications and the plans herein mentioned and the prices herein agreed upon and fixed therefore, or excuse him from any of the obligations or liabilities hereunder, or entitle him to any damages or compensation otherwise than as provided for in this contract.

The Proposer agrees that the City shall have the right to increase or decrease the quantity of any item or portion of the work or to omit portions of the work as may be deemed necessary or expedient, and that the payment for incidental items or work, not separately provided in the proposal shall be considered included in the price proposed for other various items or work.

_____
Proposer's Initials

Respectfully submitted

_____ _____

_____ _____

_____ _____

_____ _____

_____

If the proposal is by a corporation, state the names of the officers who can sign an agreement on behalf of the corporation and whether more than one officer must sign.

☐ Corporation Taxpayer I.D. Number: _____

	Can Sign	Must Sign
Name_____	☐	☐
Name_____	☐	☐
Name_____	☐	☐

If the proposal is by a partnership or a joint venture, state the names and addresses of all general partners and joint ventures.

☐ Partnership or Joint Ventures Taxpayer I.D. Number: _____

Name _____

Address _____

Name _____

Address _____

If the Proposer is a sole proprietorship or another entity that does business under a fictitious name, the Proposer shall be in the real name of the Proposer with a designation following showing "DBA (the fictitious name)"; provided, however, no fictitious name shall be used unless there is a current registration with the Orange County Recorder.

The full names and residences of all persons and parties interested in the foregoing proposal, as principals, are as follows:

NOTE:Give first and last names in full; in case of corporation, give names of President, Secretary, Treasurer and Manager, and affix corporate seal; in case of partnerships and joint ventures, give names of all the individual members.

_____ _____

_____ _____

_____ _____

_____ _____

_____

Proposer's Initials

Proposer shall signify receipt of all Addenda here, if any:

Addendum No.	**Date Received**	**Proposer's Signature**

COST PROPOSAL:

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below:

Hardwood Tree Trimming:	Unit Price in Figures
Full prune Hardwood tree	
0" - 6" Diameter Standard Height	$_____
7" - 12" Diameter Standard Height	$_____
13" - 18" Diameter Standard Height	$_____
19" - 24" Diameter Standard Height	$_____
25" - 30" Diameter Standard Height	$_____
31" - 36" Diameter Standard Height	$_____
36"+ Diameter Standard Height	$_____
Crown Raise/Clearance Prune Hardwood tree	
0" - 6" Diameter Standard Height	$_____
7" - 12" Diameter Standard Height	$_____
13" - 18" Diameter Standard Height	$_____
19" - 24" Diameter Standard Height	$_____
25" - 30" Diameter Standard Height	$_____
31" - 36" Diameter Standard Height	$_____
36"+ Diameter Standard Height	$_____
Palm Tree Trimming:	
Prune Date Palm (Phoenix spp.)	$_____
Clean Trunk for Date Palm (Phoenix spp.)	$_____
Prune Fan Palm (Washingtonia spp.)	$_____
Clean Trunk for Fan Palm (Washingtonia spp.)	$_____
Prune all other Palm Species	$_____

Root Pruning: Annual total estimated cost includes the cost for all labor, materials, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements. Root pruning and installation shall be done on an "as needed" basis per Department's requirement.

Root Pruning and installation of 12 inch root barrier:

$_____ per lineal foot

Root Pruning and installation of 18 inch root barrier:

$_____ per lineal foot

Root Pruning and installation of Biobarrier Product
depth will vary from 12" to 30" and could include
horizontal applications.

$_____ per lineal foot

Annual total estimated cost (A Total + B Total + C + Total) $_____

General Labor Rates

Hourly rate for 1 Groundperson $_____

Hourly rate for 1 Equipment Operator $_____

Hourly rate for 1 Trimmer $_____

Day Rate Service Crew:

Boom truck per eight (8) hour day to include a
chip body, low decibel chipper, 1 trimmer, 2 ground persons $_____

Tree Removal:

Tree and Stump removal per inch trunk Diameter at Standard Height (DSH)

		Removal Cost (*Milled Urban Lumber*)	Removal Cost (*Standard Removal*)
0" - 6"	DSH	$_____	$_____
7" - 12"	DSH	$_____	$_____
13" - 18"	DSH	$_____	$_____
19" - 24"	DSH	$_____	$_____
25" - 30"	DSH	$_____	$_____

31" - 36"	DSH	$_____	$_____
Over 36"	DSH	$_____	$_____

Stump grinding per stump diameter inch at grade $_____

Tree Planting (Unit *Cost shall include tree + planting + double staked with 2" lodge poles*)

15 Gallon (*tree + planting + double staked with 2" lodge poles*) $_____

24 inch Box (*tree + planting + double staked with 2" lodge poles*) $_____

36 inch Box (*tree + planting + double staked with 3" lodge poles*) $_____

48 inch Box (*tree + planting + double staked with 3" lodge poles*) $_____

Fan Palm per foot BTH (brown trunk height) $_____

Fan Palm 10-30 feet BTH $_____

Tree Watering:

Watering of young trees, water truck/operator-per day $_____

Emergency Services:

Fully equipped 3 person crew called in for emergency service:

During normal business hours $_____

After hours, weekends &/or holidays $_____

ISA Certified Arborist – per hour $_____

APPENDIX E

DISQUALIFICATION QUESTIONNAIRE
The Contractor shall complete the following questionnaire:

Has the Contractor, any officer of the Contractor, or any employee of the Contractor who has proprietary interest in the Contractor, 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 safety regulation?

Yes _____ No _____

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

APPENDIX F

DISCLOSURE OF GOVERNMENT POSITIONS

Each Proposer shall disclose below whether any owner or employee of the firm currently hold positions as elected or appointed officials, directors, officers, or employees of a governmental entity or held such positions in the past twelve months. List below or state "None."

CITY OF COSTA MESA

Proposal for Urban Forestry Management

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COVER LETTER

Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

February 1, 2012

Attn: Kimberly Hall Barlow
Jones & Mayer
City Attorney's Office
City of Costa Mesa
3777 N. Harbor Blvd.
Fullerton, CA 92835

RE: Urban Forestry Management
Due: February 2, 2012 at 4:00pm

Dear Ms. Barlow,

Thank you for allowing West Coast Arborists, Inc. the opportunity to submit a proposal to perform tree maintenance services for the City of Costa Mesa. West Coast Arborists, Inc. (WCA) is a family-owned and operated company employing nearly 600 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. As the current provider of tree care services for the City of Costa Mesa we understand trees are an integral part of the City's culture and community.

WCA has been in business since 1972 currently working for more than 200 municipalities and public agencies throughout California and Arizona with employees operating from one of seven California offices: Anaheim, Ventura, Fresno, Stockton, San Jose, Riverside, and San Diego. The company is comprised of a top management team, a mid-management team, a safety committee, support staff and field operations.

Our company is licensed by the California State Contractors License Board under license #366764 with a local office in the City of Anaheim. We have held this license in good standing since 1976. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). Also, we have an A+ rating from the bonding board. We currently employ over 45 Certified Arborists and over 100 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture.

WCA is a service-oriented business with a mission statement that reads "Tree care professionals serving communities that care about trees." WCA's corporate values include listening to customers and employees that will help to improve services offered. By establishing clear goals and expectations for the organization, supporting its diverse teams, and exchanging frequent feedback from customers and employees, WCA's top management team has created a culture where employees become accountable for actions and results.

For this important project, Certified Arborist [redacted] will be responsible for field services and has full authority to schedule and coordinate services. Also, please note the proposal price provided will be valid for 180 days. Should you have any questions or require additional information, please do not hesitate to contact me at (800) 521-3714.

Sincerely,

[redacted]

BUSINESS STATEMENT

GENERAL BUSINESS STATEMENT

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 assures 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 C27/C61/D49
- Over $2,000,000 line of credit available
- Bonded by CBIC, an A+ rated company
- Approximately 600 employees
- Over 45 Certified Arborists
- Over 100 Certified Treeworkers
- Over 200 contracts with public agencies
- Prune an average of 500,000 trees annually over past 3 years
- Remove an average of 18,000 trees annually over past 3 years
- Plant an average of 14,000 trees annually over past 3 years
- Inventory an average of 250,000 trees annually over past 3 years
- Drug-free workplace
- Award winning staff
- 14,000 sq. ft. Headquarters located in Anaheim, *company-owned*
- Nursery license through the Department of Agriculture– with the ability to acquire and purchase trees
- Fully insured with insurance up to $5 million
- Federal Tax ID [redacted] current on all taxes and filings with state and federal government
- Sales volume over $50 million annually
- Retained earnings of over $7 million
- Fleet of approximately 600 modern vehicles
    - over 170 aerial towers
    - over 101 dump/chipper trucks
    - over 27 roll off trucks
- Statement of Past Project Disqualification(s) and Litigation
  WCA is proud to state that our company has never been disqualified from any public project, nor have we entered into any type of litigation with any governmental agency

PROJECT SUMMARY

One of the City of Costa Mesa greatest assets is its urban forest. The trees are well-known throughout the region, state and nation bringing radiance to a world-class community. With nearly 23,000 trees, Costa Mesa creates a dynamic environment attracting visitors from around the world, offering an extraordinary activities & events, while alluring distinctive hotels, retail stores, restaurants, and entertainment businesses. The appropriate care of these trees is vital to the City's social and economic existence. We believe that together we can effectively and efficiently preserve and enhance the City's tree assets.

We believe in an Interactive Partnership with the community, where municipalities can confidently rely on WCA to assist them with any of their tree care needs while providing service levels they come to expect. Our goals in urban tree care are to extend the life of all trees, safeguard public safety, and produce a reliable source of shade, beauty and the other non-commercial benefits that result from healthy trees in parks and City right-of-way. Obviously, this cannot be accomplished without the City's valued input or without community involvement. Listed below is our proposal summary for this project.

Should WCA be awarded a contract for the maintenance and management of the City's Trees, we are prepared to perform the following:

Contract Management

Should WCA be awarded the contract, we are prepared to execute contract documents, furnish all required insurance and bonds as specified, and obtain any and all Business Licenses and/ or permits. We will then request a Pre-Job meeting with City staff prior to commencement of work. Prior to work, we can assist the City in developing a detailed work schedule with specific dates for approval.

Tree Inventory Program

WCA will set up the City's tree inventory software program called ArborAccess by issuing user names and passwords for each end user. We will provide initial training and unlimited training & support thereafter to ensure its effective use.

Mobilization

WCA will mobilize the assigned vehicles, equipment and materials required for the City. Our local operations yard will stage the equipment during the term of the contract. Communication is vital to the success of the project and we believe in the importance of preparing our crews with knowledge of specifications & standards for this project.

Notification

With the City's approval, we will prepare letters of correspondence listing WCA and/or the City as the persons to contact for any information related to tree maintenance. Notices will be distributed within the time specified by the City. We will identify the list of

addresses required for notification and mail notices at the required time prior to commencement of work. WCA will also post official "No Parking" signs on Right-of-Way at a minimum of 24 hours in advance.

Commencement of Work

Our standard operating procedure is to inform the City of our work location each morning via email and on ArborAccess. The crew(s) will perform vehicle, equipment and material inspection prior to leaving the local operations yard. Upon arrival of the jobsite, the crew will set up traffic control in accordance with the specifications making sure the work zone is safe for both field personnel and pedestrians while maintaining excellent public relations with the community. WCA will work in accordance with the City's, ISA and ANSI Standards. In the event of an emergency, WCA will provide immediate response and take action at the City's request in a safe and efficient manner. During our course of operations we will provide the City with recommendations for recommended removals.

Customer Service

Communication is vital to the success of the management of an urban forest. From the Foreman out in the field to our Customer Service Representatives in the office, we are prepared to obtain all inquiries and properly correct any problems we may create during maintenance operations. Understanding that the City of Costa Mesa expects exceptional customer service from its service providers, we will handle all inquiries both in the field and from calls taken at the corporate office. Direct communication from our Project Manager, Foremen, and Customer Service Representative to the City will be standard operating procedure.

Inspection of Work Performed

WCA will abide by its Quality Control Plan and work with City staff to ensure work has been performed in accordance to the standards. Should there be any damage associated with our operations, we will notify the Inspector immediately and take measures to repair or replace damage within 48 hours of occurrence. WCA is responsible to remove all debris and material from each the jobsite daily. Together with the City we will inspect final work, including cleanup of worksite(s) each day.

Work History Update & Invoicing

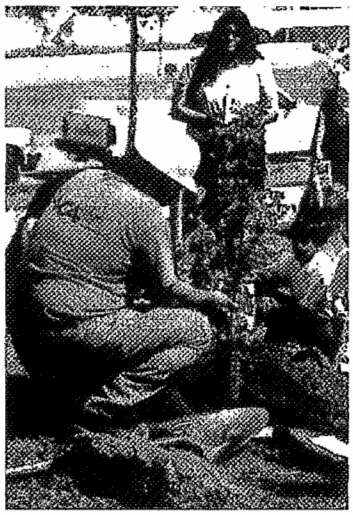
Each Foreman is responsible to record work completed in data record format for proper inventory update. This information is automatically entered into the tree inventory software and is used to generate the invoice. WCA will maintain a list tracking system that organizes each work assignment and will then review with City staff weekly or bi-weekly. Invoices will be submitted in hardcopy and/or email for review. All invoices, including backup, will be stored in ArborAccess for future reference.

City staff has the very important task of managing trees as an ecosystem, taking into consideration specific biological, social and economic conditions. They must ensure that the best methods of tree care are practiced in the community, that the lives of the trees are extended beyond average, and that the taxpayers receive the most from their investment in trees. As a corporate partner, we will strive to make this project successful for the residents and the City while minimizing the inconvenience. We will always encourage your input and suggestions to help achieve this goal.

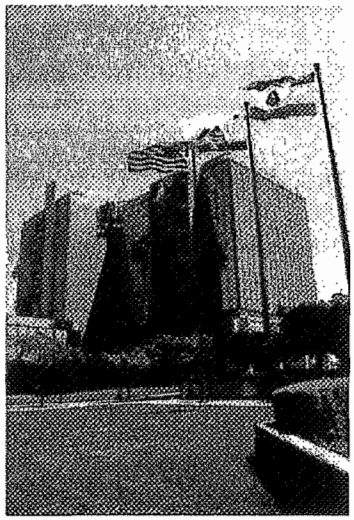
INTERACTIVE PARTNERSHIP IN URBAN TREE CARE

We believe in an Interactive Partnership where municipalities can confidently rely on WCA to assist them with any of their tree care needs. Our goals in urban tree care are to extend the life of all trees, preserve public safety, and produce a reliable source of shade, beauty, and the many benefits that result from healthy trees in parks and City right-of-ways.

COMMUNITY

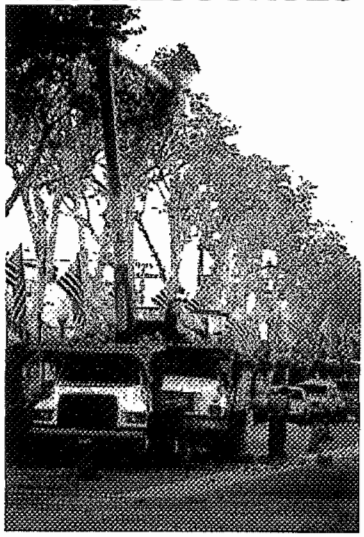


CITY ADMINISTRATORS



City Council
Public Works Department
Public Works Commission
Street Maintenance Department
Parks Commission
Risk Management

WCA RESOURCES



Cost effectiveness
Increased service levels
Precise scheduling of work
WCISA certified staff
State-of-the-art technology

WCA is committed to a pro-active policy that reflects our sense of corporate and social responsibility. We have the qualifications, equipment, and corporate capabilities to meet the community's environmental and public safety needs. Our certified teams ensure the community that the work performed will be in accordance with industry standards. Our large fleet of equipment allows us to dedicate specific pieces to the City. Our support staff aids the field team with tailored information and database access which provides communities with a comprehensive urban tree care program.

METHODOLOGY

INTRODUCTION TO IMPLEMENTATION PLAN

West Coast Arborists includes with its comprehensive tree maintenance program a well defined quality control plan that incorporates certified personnel assigned to this project, safety, pruning specifications and guidelines, equipment, hours of operation, public relations, traffic control, work descriptions and communication systems. We believe in following this plan to help ensure the quality of work and the level of service expected.

PROJECT MANAGER

[redacted] will act as the Project Manager for this project. [redacted] holds ISA Certified Arborist Number 1043A. With over thirty years experience in the tree care industry, [redacted] will provide overall supervision and coordination of the Supervisor and Field Operations. He has full authority to act on behalf of West Coast Arborists, Inc. on all contract matters.

PROJECT SUPERVISOR

The Project Supervisor for this contract will hold an ISA Certified Arborist certificate. With several years of experience in the tree care industry, the Project Supervisor will provide exclusive field supervision and crew management to the City for the length of the contract. They will be the central point of contact with the City and will work cooperatively with City staff, local residents and business owners. Our Project Supervisors have successfully worked with several cities and established a familiarity with the community and logistics of each City respectively.

Daily Supervision

Daily supervision will consist of, but is not limited to:

- Report to the City Inspector with location of crew and maintain an open line of communication
- Supervise crew personnel to insure proper pruning standards are followed in a safe manner
- Traffic control setup and maintenance of coned area
- Insure City streets are left free of any debris at end of each work day
- Maintain record of work completed each day
- Maintain good public relations at all times
- Immediate notification to City Inspector upon damage of personal property including a plan for corrective measures to take place within 48 hours

Weekly Supervision

Weekly supervision will consist of, but is not limited to:

- Weekly inspection of work completed
- Meeting with the City to review work schedule and progress
- Insure standards of pruning are performed in accordance with specifications provided by the City
- Maintain open communication with City Inspector and field crew

PROJECT WORK FORCE

- WCA is a professional organization and employs only the highest standard of tree care professionals.
- All employees will comply with any applicable laws of the State, County, City and/or political subdivision of such state without limitations while under contract.
- WCA does not discriminate against employees or applicants because of race, color, religion, sex, pregnancy, national origin, ancestry, age, marital status, or physical handicap.
- Equal opportunity will be extended to all persons in all aspects of the employer-employee relationship, including but not limited to hiring, transfer, promotion, training, compensation, layoff, recall or termination.
- Employment decisions comply with all applicable laws prohibiting discrimination and comply with Title VII of the Civil Rights Act of 1992 and all federal, state and municipal laws pertaining thereto.
- Any employee who is found to be incompetent, troublesome, disorderly or otherwise objectionable, or who fails or refuse to perform work properly and acceptable, will immediately be removed from working on this project.
- 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 prevailing wage determination "Landscape Maintenance Laborer" and "Tree Trimmer (Line Clearance)."

HOURS OF WORK AND OPERATION

All regular tree care will be performed between the hours of 7:00 a.m. and 5:00 p.m., Monday through Friday. In accordance with the City's specifications, we are prepared to perform work during the weekend and evenings. With our large number of employees, we are able to create special weekend teams and night teams that are accustomed to performing during those shifts. Oftentimes these special shifts help to alleviate traffic and pedestrian congestion that may otherwise occur during normal business hours.

SCHEDULING OF WORK

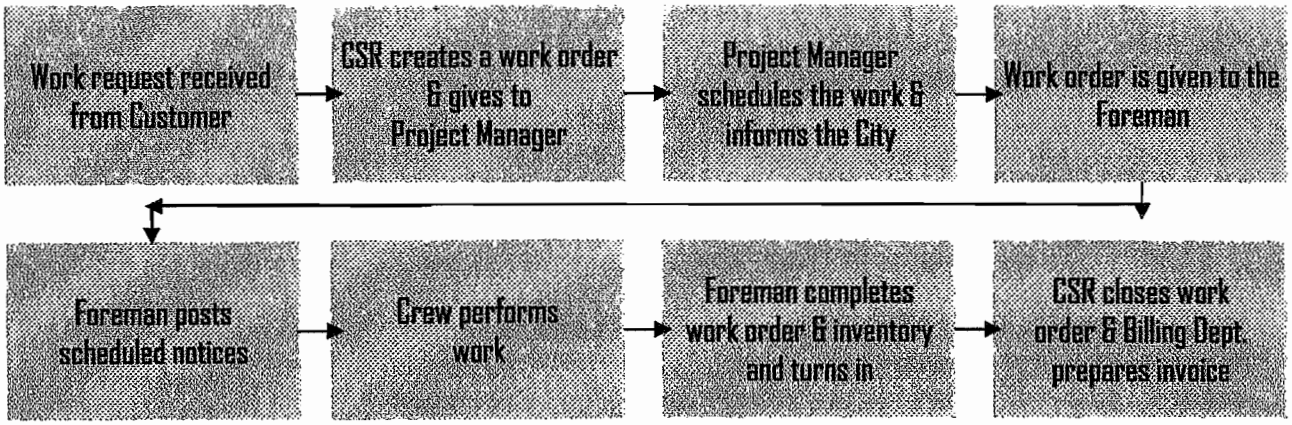
The project shall conform to the City's schedule of performance. We recommend equal distribution of work throughout the course of the fiscal year. WCA. will notify the City of any changes in the start date of each tree maintenance operation at least 24 hours in advance, weather permitting. Our company tracks lists according to work type and prioritizes accordingly. WCA will provide door hangers that explain the tree maintenance process (acceptable to the City) and distribute the notifications to citizens prior to the start of pruning operations in said area. Work shall be conducted in a cooperative manner as to cause the least amount of possible interference with or annoyance to others. Service request pruning is done on an "as needed" basis and is performed to rectify an immediate problem, a full trim will be completed during the grid pruning cycle. The Project Manager is responsible for scheduling the work, a detailed workflow process is shown on the following page, outlining how work is processed and scheduled.

METHODOLOGY

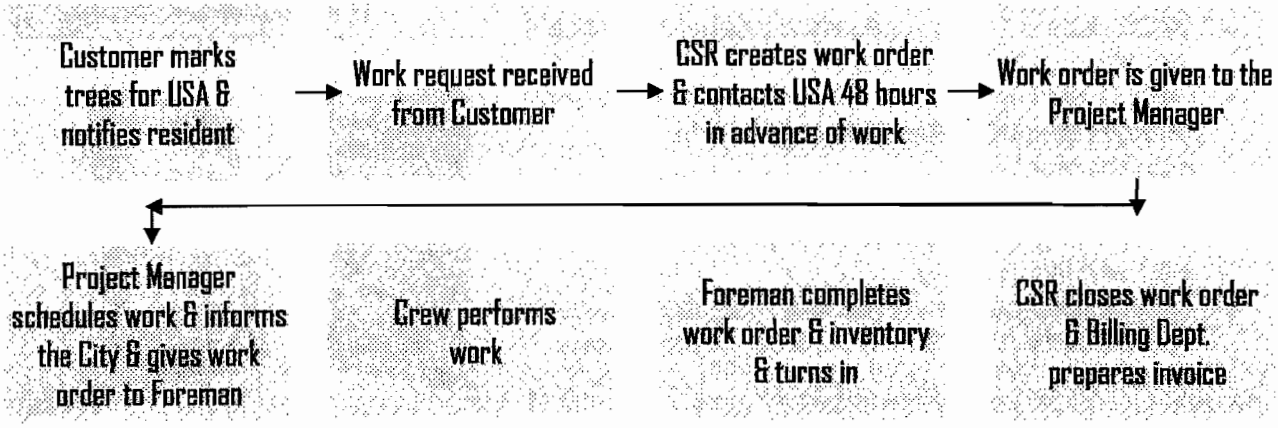
THE WORKFLOW PROCESS

When work is ordered from WCA we follow standard procedures for each. Shown below are flowcharts for pruning, removals and planting:

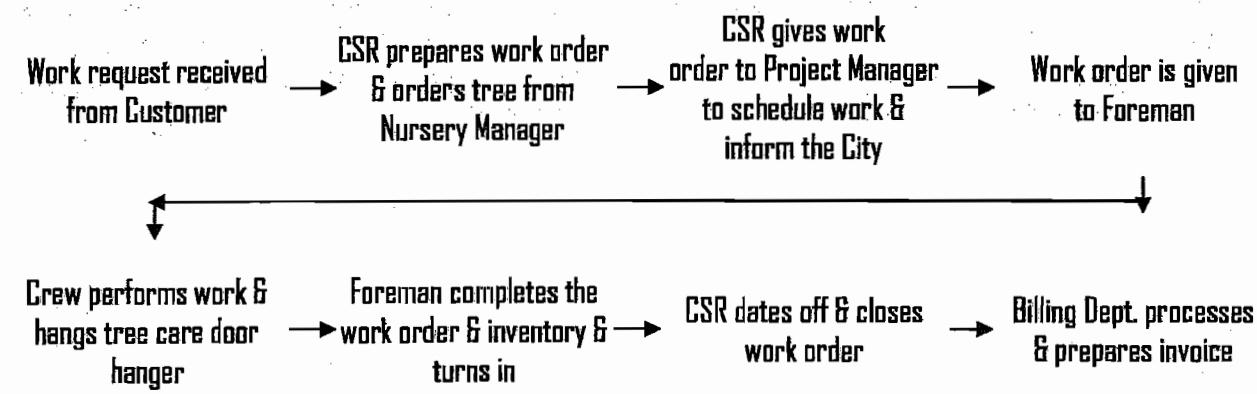
TREE PRUNING FLOWCHART



REMOVAL FLOWCHART

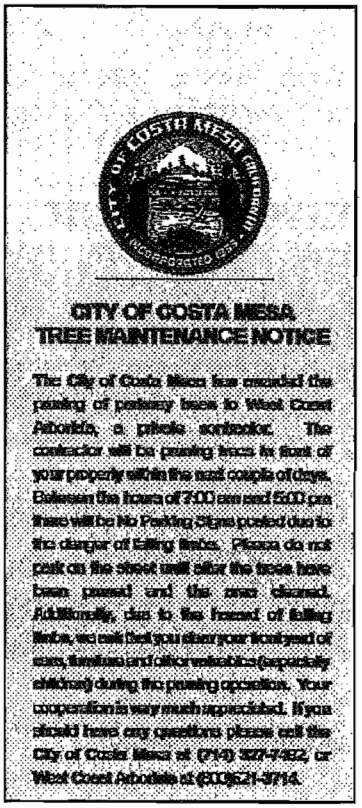


PLANTING FLOWCHART



PUBLIC NOTIFICATION

Prior to commencement of grid pruning, WCA will prepare a sample door hanger notice and present it to City staff for approval. Upon approval, we will have the pruning door hangers printed and post them within twenty-four (24) hours prior to the commencement of work, or as directed by the City. Tree planting door hangers will be hung after the tree has been planted. When requiring a response pertaining to tree planting, we will send a letter along with a return postcard to the resident and respectfully request their input. The City should notify WCA if they would like a mailer sent. We will print all notices (and photos for tree planting operations) and distribute them to the residents utilizing a mail addressing software program. Each notice will be sent utilizing City letterhead and envelopes. For special projects and/or routine maintenance, we can also submit a press release to the community newspaper for a more comprehensive outreach. We understand the City may modify the procedure to which to notify residents.

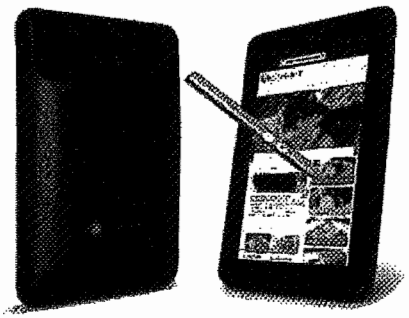


CITY OF COSTA MESA
TREE MAINTENANCE NOTICE

The City of Costa Mesa has awarded the pruning of parkway trees to West Coast Arborists, a private contractor. The contractor will be pruning trees in front of your property within the next couple of days. Between the hours of 7:00 am and 5:00 pm there will be No Parking Signs posted due to the danger of falling limbs. Please do not park on the street until after the trees have been pruned and the area cleared. Additionally, due to the hazard of falling limbs, we ask that you clear your backyard of cars, furniture and other valuables (especially children) during the pruning operation. Your cooperation is very much appreciated. If you should have any questions please call the City of Costa Mesa at (714) 327-7482, or West Coast Arborists at (800)521-9714.

COMMUNICATION SYSTEMS

- WCA uses a technologically modern and reliable communications system
- NEXTEL® Digital Radio/Blackberry® email and Internet issued to Area Managers and management team
- NEXTEL® Digital Radio issued to Foremen for maintaining communication with the City and WCA office
- Unlimited access to voicemail message boxes that immediately page the NEXTEL® Digital Phone Systems



Another recent achievement that affects job performance and efficiency includes WCA's introduction of Sprint's HTC EVO View 4G Tablet™ that will be used by all of Management and the Field Foremen for the purpose of inputting data such as tree inventory, daily work records, timesheets, photos, and billing information. It will also be used as a navigational device and a communication device. This alleviates the need to handwrite all data, reduces time required to deliver data to the corporate or regional offices, and improves customer service and response time.

METHODOLOGY

PERMITS AND LICENSING

WCA will procure a City Business License 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, coffee 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 area to the City workers and 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 contaminants in quantities that violate the regulations of any legally constituted authority.

PROTECTION OF PUBLIC AND PRIVATE PROPERTY

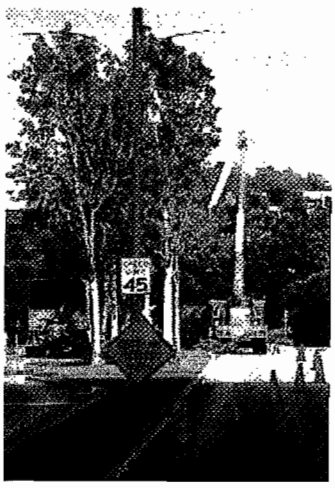
WCA will provide all safety measures necessary to protect the public and worker within the work area. We will maintain good public relations at all times. The work will be conducted in a manner which will cause the least possible interference or annoyance to the public.

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 City. All work will cease by 5:00 pm or as directed by the City. Emergency services will be excluded from these time restraints.

TRAFFIC CONTROL

Traffic control procedures will be set-up in accordance with the Work Area Traffic Control Handbook (W.A.T.C.H.) and State of California Manual of Traffic Controls as well as the City 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 City will approve traffic safety equipment and devices. Pedestrian and vehicular traffic shall be allowed to pass through the work areas only under conditions of safety and with as little inconvenience and delay as possible. Unless the work area is totally barricaded or otherwise kept safe, at least one worker will serve to coordinate safe operations on the ground at all times when work operations are in progress.



CUSTOMER SERVICE DEPARTMENT

As we work with or near the public, WCA is mindful that we will most likely be the first person the public contacts. We have seven (7) full-time Customer Service Representatives throughout our operation. Each is trained in the best approach in addressing concerned residents. When speaking with a resident it is important not to disrupt them, be honest, respectful and calm. Always smile and keep the tone of your voice level. Empathizing with the residents (placing yourself in their shoes) helps to resolve the matter more quickly.

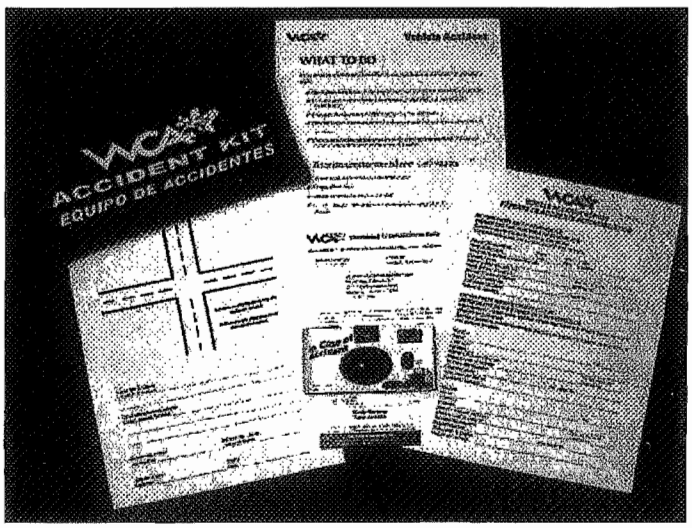
West Coast Arborists' Claims Coordinator

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.

Complaints and Damage Resolution

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. West Coast Arborists, Inc. will notify the City Representative immediately upon damage of personal property including plans for corrective measures to take place within 48 hours.

All WCA vehicles are equipped with an Accident Kit should anything happen during the work day. Each kit has an Incident Report, an Accident Report, an Injury Report, a camera, First Aid instructions and protocol for contacting the corporate office. A computerized log of all incidents is maintained to include the date, time of occurrence, location, problem and action to be taken pursuant thereto or reasoning for non-action.



West Coast Arborists' Accident Kit that is in each company vehicle

Any activities found by the City 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.

METHODOLOGY

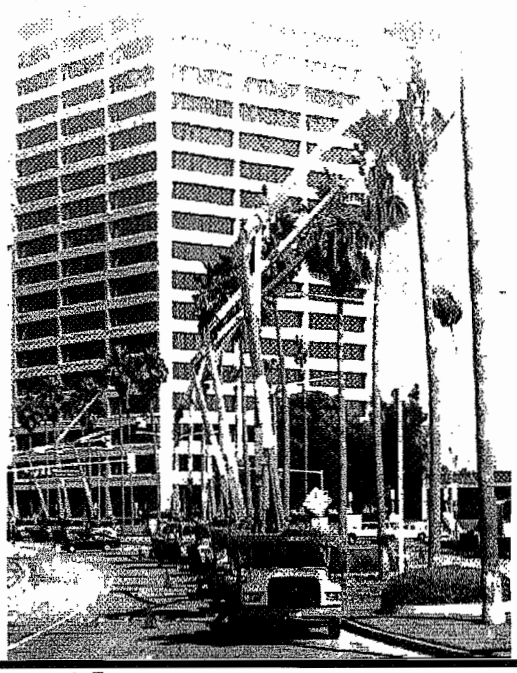
PRUNING STANDARDS

WCA crews in action at our state's Capitol

West Coast Arborists, Inc. will perform all tree maintenance in accordance with the Standards adopted by the American National Standard for Tree Care Operations (ANSI A300) and the Best Management Practices, a supplement from the International Society of Arboriculture Pruning Standards. Final pruning cut will be made without leaving stubs. Cuts will be made in a manner to promote fast callous growth. Representative photographs depicting "before and after" trimming are included in this proposal. West Coast Arborists, Inc. will clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawn and parkway and the sweeping of streets. All resulting debris will be removed from the work site daily and properly disposed of at the end of each work day.

Benefits of proper tree pruning include reduced risk of branch and stem breakage, better clearance for vehicles and pedestrians, improved health and appearance, enhanced view, increased flowering. When improperly performed, pruning can harm the tree's health, stability, and appearance. Several consequences occur when pruning is not performed at all. These consequences include development of low limbs; weak, co-dominant stems; defects such as included bark; and accumulation of dead branches. Formation of co-dominant stems and defects such as included bark can lead to increased risk of breakage.

No tree should be pruned without first establishing clearly defined objectives. Seven main objectives are described, along with pruning types that help meet those objectives. These objectives serve as examples and can be expanded or shortened to meet site conditions and customer expectations. Even with proper pruning cuts, if the wrong branches-or too many branches-are removed, nothing of merit has been accomplished.

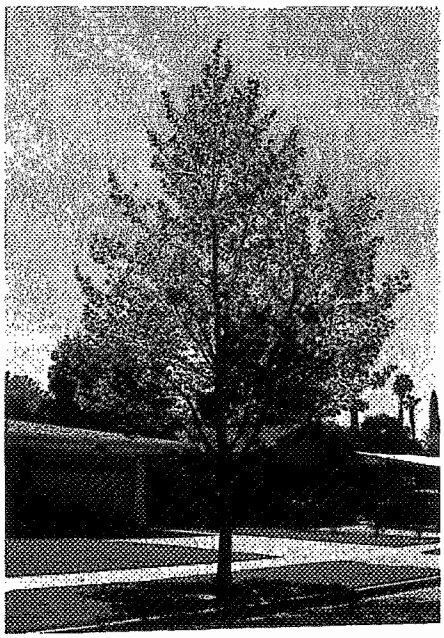


Objectives of pruning:

- Reduce risk of failure
- Provide clearance
- Reduce shade and wind resistance
- Maintain health
- Influence flower or fruit production
- Improve a view
- Improve aesthetics

Nine pruning types are used in arboriculture to achieve the objective of the tree's owner or manager. Pruning types include structural, cleaning, thinning, raising, reducing, restoring, and pollarding. Pruning palms and conifers and pruning for utility line clearance are other types of pruning.

PRUNING TYPES

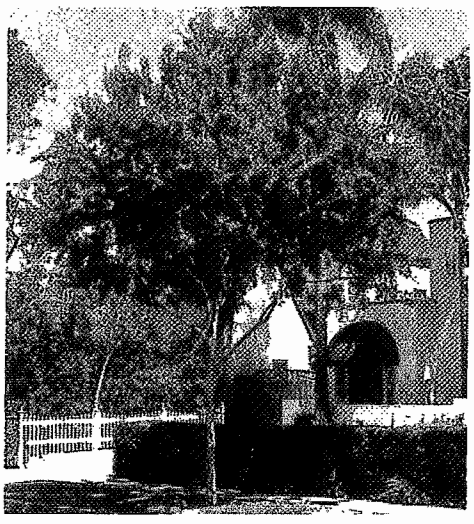


Pruning for Structure

Structural pruning is the removal of live branches and stems to influence the orientation, spacing, growth rate, strength of attachment and ultimate size of branches and stems. Structural pruning is used on young and medium-aged trees to help engineer a sustainable trunk and branch arrangement. If young trees are pruned to promote good structure, they likely will remain serviceable in the landscape for more years than trees that have not been structurally pruned. Waiting until the tree grows larger make structural pruning much more difficult.

Four procedures should be considered when structural pruning young to medium-aged, large-maturing trees. The first procedure is to clean the canopy by removing dead, broken, diseased, and dying branches. The second procedure is to choose and develop a dominant leader. Multiple prunings over time usually are required to develop a dominant leader. Competing stems and branches are subordinated (reduced in length) or removed. Subordination usually is preferred over removal, especially if the problem stem or stems are larger than half the trunk diameter. Subordination may cause less trunk decay than removal. The offending stem(s) can always be removed later, if necessary. The third procedure is to select and establish the lowest permanent scaffold limb if the tree is old enough. Establish the lowest permanent limb by shortening vigorous branches below it and any lower branches that grow up into the crown. The fourth procedure is to select and establish scaffold limbs by subordinating or removing competing stems or branches. Scaffold limbs are located above the lowest permanent limb and provide the base on which to build the permanent crown. Scaffold limbs should be free of serious defects such as included bark and cracks, should be among the largest on the tree, and should be appropriately spaced apart. Vertical spacing should be at least 18 inches for large-maturing trees and about 12 inches for smaller trees.

Pruning to Clean



Cleaning is the selective removal of dead, diseased, detached, and broken branches. This type of pruning is done to reduce the risk of branches falling from the tree and to reduce the movement of decay, insects, and diseases from dead or dying branches into the rest of the tree. Cleaning is the preferred pruning type for mature trees because it does not remove live branches unnecessarily. Cleaning removes branches with cracks that may fail when the interior wood dries. The location of branches to remove should be specified if the entire crown is not going to be cleaned. The diameter of branches to be removed also should be specified. This usually is done by specifying the smallest branch to remove (for example, "clean branches 1 inch in diameter and larger").

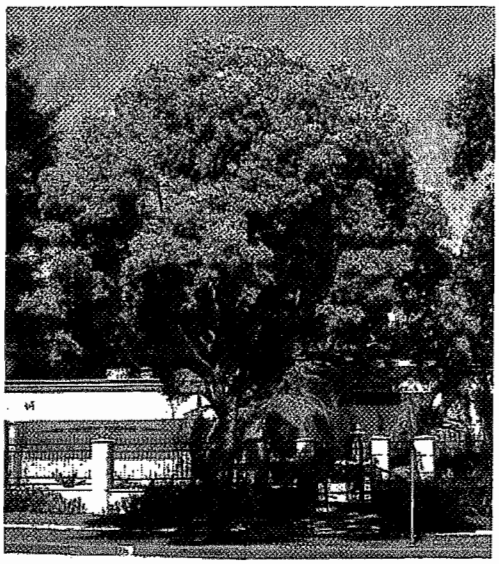
Pruning to Thin

Thinning is the selective removal of small live branches to reduce crown density. Because the majority of small branches are at the outside edge of the crown, thinning is focused in that area. Proper thinning retains crown shape and should provide an even distribution of foliage throughout the crown. Increased light and air stimulate and maintain interior foliage, which can encourage taper on scaffold branches. Thinning a limb should be considered if cabling will be performed. Thinning also can remove suckers from the base of the tree and some watersprouts on the interior.

Excessive branch removal on the lower two-thirds of a branch or (lion tailing) can have adverse effects on the tree and therefore is not an acceptable pruning practice. Lion tailing transfers weight to the ends of branches and may result in sunburned bark tissue, watersprouts, cracks in branches, reduced branch taper, increased load on branch unions, and weakened branch structure. Lion tailing also changes the dynamics of the limb and often results in excessive branch breakage.

If the entire crown will not be thinned, the areas to be thinned must be specified. The size range and percentage of foliage to be removed also must be specified-usually in the 10 to 15 percent range-but not exceed 25 percent of the crown, especially on mature trees. Most thinning removes branches ¼ to 1 inch in diameter. If larger branches are removed, large gaps may be created in the crown, or water sprouts can result.

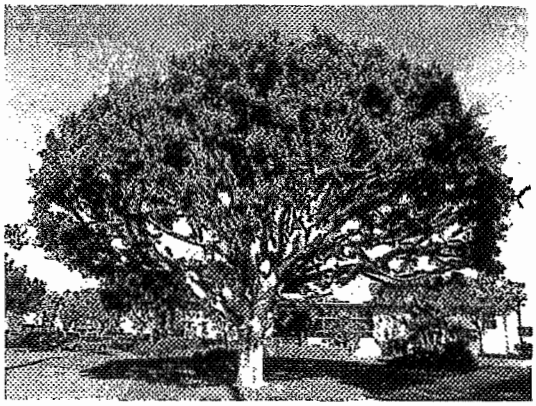
Pruning to Raise (Elevate, Lift)



Raising is the selective removal of branches to provide vertical clearance. Crown raising shortens or removes lower branches of a tree to provide clearance for buildings, signs, vehicles, pedestrians, and equipment. Excessive removal of lower limbs can slow development of trunk taper, which can cause cracks or decay in the trunk, and transfers too much weight to the top of the tree. Mature trees could become stressed if large-diameter lower branches are removed. Clearance sometimes can be achieved by shortening some of the low branches rather than removing them to prevent these problems. Live crown ratio should be no less than 66 percent when raising is completed. Structural pruning should be considered along with raising.

When raising, the desired clearance should be specified. To differentiate between complete branch removal and shortening, specify the size range of the limbs to remove and their location (for example: raise 12 feet above the road by removing downward-growing braches 2 inches in diameter and smaller).

Pruning to Reduce (Shape, Drop Crotch)



Reduction is the selective removal of branches and stems to decrease the height and/or spread of a tree. This type of pruning is done to minimize risk of failure, to reduce height or spread, for utility line clearance, to clear vegetation from buildings or other structures, or to improve the appearance of the tree. Portions of the crown, such as individual limbs, can be reduced to balance the canopy, provide clearance, or reduce likelihood of breakage on limbs with defects. Occasionally, the entire crown is reduced. Crown reduction should be accomplished with reduction cuts, not heading cuts.

Not all tree species can be reduced. Therefore, the species and health should be considered before starting work. Old, stressed, or mature trees could decline or become more stressed as a result of this treatment. When a limb on a mature tree is cut back to a lateral, no more than one-fourth of its foliage should be removed. More can be removed on a young tree to accomplish particular objectives. More decay can enter the tree following reduction than following other pruning types.

The clearance distance or percentage size reduction should be specified. Because making many small cuts or just a few larger-diameter cuts can reduce a tree, it is important also to specify the size range of cuts. Reduction usually should be done on smaller-diameter branches.

Pruning Palms

Palm pruning is the removal of fronds, flowers, fruit, stems, or loose petioles that may create a hazardous condition. Palms also may be pruned for aesthetic reasons to eliminate sprouts and stems or dead fronds and seedpods. Live, healthy fronds should not be removed. If they must be removed, however, avoid removing those that initiate at an angle of 45 degrees or greater above horizontal. Fronds removed should be severed close to the petiole base without damaging living trunk tissue. Climbing spikes should not be used to climb palms for pruning.

HOW MUCH TO PRUNE

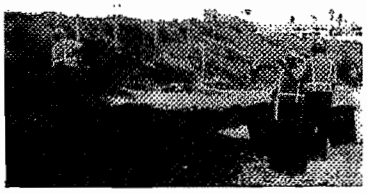
Excessive branch removal depletes the tree's energy reserves stored in branches, stems, trunk and roots, and reduces the ability of the tree to photosynthesize more energy. There should be a good reason to remove more than twenty-five percent of the live crown in a single year. According to ANSI A300, not more than one-fourth of the foliage on a mature tree should be removed within one growing season. In addition, upon completion of pruning a mature tree, one-half of the foliage should remain evenly distributed in the lower two-thirds of the crown and individual limbs. Many trees generate adventitious sprouts in response to over pruning as they attempt to replace the stored energy. Live branch pruning is an essential ingredient to forming good structure, so it is a necessary procedure in an urban tree care program.

RECYCLING PROGRAM

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.

RECYCLED PRODUCTS:

MULCH



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.

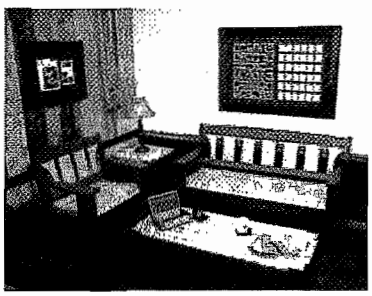
COMPOST

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. Large scale composting is done at regional recycling facilities.

FIREWOOD

Firewood is traditionally the most common use of large branches and logs. Firewood is used to heat homes during winter months. WCA takes logs to a yard in Irvine where a firewood retailer splits and resells the firewood to local residents.

LOGS TO LUMBER



WCA is looking for new and better ideas for the use of tree logs. An old idea with a new approach is converting city trees into usable lumber. WCA worked on a twelve month trial program with the California Department of Forestry and Fire Protection to create an environmentally sound and socially responsible alternative to importing lumber from other areas, reducing our demand on trees from natural forests. WCA has demonstrated its wood, hand-crafting ability by offering sturdy and beautiful wooden benches for city use, exemplifying our commitment to the environment.

ASSEMBLY BILL 939 (AB939)

The management of solid waste has become a major issue in California and throughout the country. Not only are we producing an increasing amount of solid waste each year, but we are running out of places to put it. Because of the concern about water and air pollution associated with landfills, the opportunities to develop additional disposal capacity are limited.

To address these issues, the Governor of California signed into law on September 29, 1989, Assembly Bill 939 (AB 939). The law fundamentally restructured the state's approach to solid waste management. AB 939 established an integrated waste management hierarchy in the following order of importance:

- Source reduction
- Recycling and composting
- Environmentally safe transformation and land disposal of solid wastes

AB 939 requires that each California county and incorporated city prepare a Source Reduction and Recycling Elements (SRRE) report which shows how they will meet solid waste diversion goals of 50 percent by the year 2000 and beyond.

West Coast Arborists, Inc., offers a multitude of waste diversion opportunities to cities including mulch, compost, firewood and logs to lumber. In an effort to provide cities with valued information pursuant to AB 939 requirements, we provide immediate reporting capabilities through ArborAccess at no additional cost.

City of Costa Mesa — **Green Waste Recycling Report**
From 10/1/2011 to 10/31/2011 — **Job # All**

Date	Job #	Truck	Recycling Site	Material	Weight in Tons
10/03/11	19252	R07	CVT RECYCLING	PALM	1.12
10/03/11	19252	R07	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	9.73
10/05/11	19252	D75	WCA IRVINE	CHIP	5.00
10/07/11	19252	D75	WCA IRVINE	PALM	5.00
10/11/11	19252	D75	WCA IRVINE	CHIP	5.00
10/12/11	20025	R17	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	14.19
10/13/11	19252	D75	WCA IRVINE	CHIP	5.00
10/19/11	19252	D75	WCA IRVINE	CHIP	5.00
10/25/11	19252	D75	WCA IRVINE	CHIP	5.00
10/27/11	19252	D75	WCA IRVINE	CHIP	5.00
10/31/11	19252	D75	WCA IRVINE	CHIP	5.00
10/31/11	20025	R17	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	14.80
10/31/11	20025	R17	TIERRA VERDE INDUSTRIES IRVINE	BRUSH	11.08
				TOTAL	90.92

METHODOLOGY

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.

SAFETY PROGRAM

Safety standards are 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 to the general public as well as our employees. Our crews are instructed to follow the safety standards of ANSI Z133.1 as well as 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 outstanding safety training efforts. We have a full time Safety Trainer that is professionally trained in the field of horticulture. He brings several years experience to the company as well as expertise in training new and existing employees. He administers ISA certification training, in-house crew leader training programs, and new hire orientation training.

SAFETY TRAINING

- **Bi-weekly Tailgate Safety Meetings** - for each crew.
- **Safety Team** - a ten person committee that reviews and discusses safety procedures, problems and incentives.
- **Injury & Illness Prevention Program** - integral to overall safety program.
- **On the Job Training Programs** - New employees are assigned a "buddy" with experience to assist them.
- **Training with Video** - Programs included are Professional Tree Care, Electrical Hazards, Aerial Rescue, Chipper Safety, Chain Saw Safety and Pruning Technique. Video presentations in cooperation with Tree Care Industry Association.
- **Leadership Training Programs** - Continued training and study, utilizing the Crew Leader Home Study Program, available through Tree Care Industry Association.
- **Certification Training** - Continued study sessions are held in preparation for the International Society of Arboriculture Certification Programs.
- **Safety Incentive Programs** -

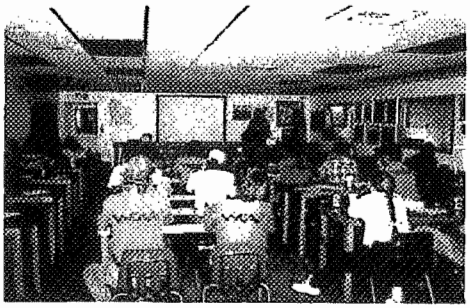
Safety Bonus Program rewards employees on a company-wide, quarterly basis for time without accidents

Christmas Bonus Program enables employees to earn credit for safe operations throughout the year

Crew lunches are provided for work-groups with outstanding safety practices and records.

Safety Lottery is held monthly and recognizes individuals with outstanding safety records

CUSTOMER SERVICE TRAINING



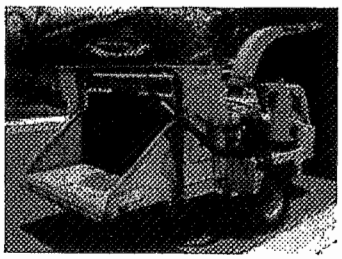
At West Coast Arborists, Inc., we pride ourselves on Quality Customer Service and community outreach. This training session is the fundamental building block of our success. We train our employees on how to handle themselves with professionalism and respect toward residents.

ARBORICULTURE TRAINING PROGRAMS

At West Coast Arborists, Inc. we pride ourselves on professional knowledge within our industry. We have over one hundred thirty International Society of Arboriculture certified personnel. We offer several training programs to ensure continuing education of our staff. Our full time Safety Trainer, Mr. Rene Portillo, is also a Certified Arborist. He brings several years experience to his position and is an integral part of our training program. He administers ISA certification training (arborist and treeworker), in-house crew leader training, and bi-weekly foreman's meeting training.

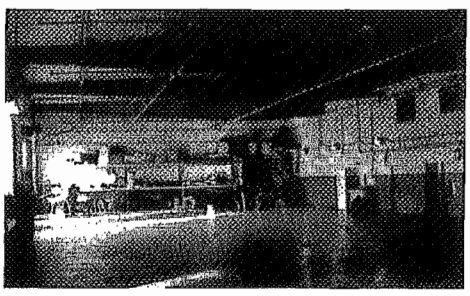
EQUIPMENT INTRODUCTION

Our modern fleet consists of over 600 vehicles that undergo daily inspection by each driver. All equipment is kept serviced and free of graffiti at all times and is painted and detailed on a regular basis. We have a credit line of $2 million dollars for the acquisition of new equipment.



WCA's policy is that all employees hold a valid, insurable Driver's License. We are enrolled in the DMV's Employee Pull Notice Program which provides us with a means of promoting driver safety through ongoing review of the driving records of commercial drivers. Our company has been assigned CHP Carrier Number CA68562 in the California Highway Patrol's Management Information System of Terminal Evaluation Records (MISTER), which is an automated file pertaining to the motor carriers operating in the State of California. MISTER gives the CHP immediate access to emergency information about our company and enhances the CHP's capability to monitor the overall safety operations of our company.

EQUIPMENT MAINTENANCE FACILITY

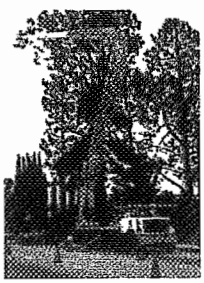
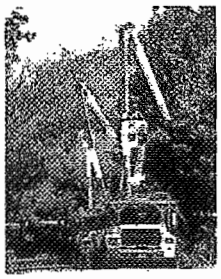
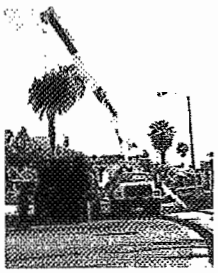
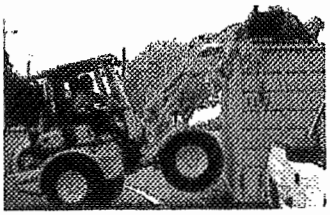


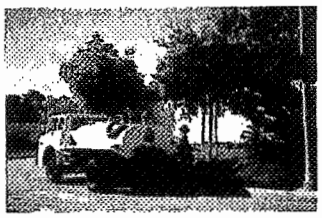
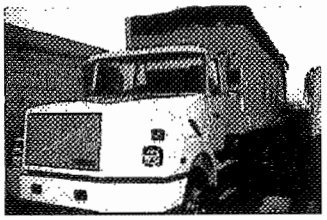
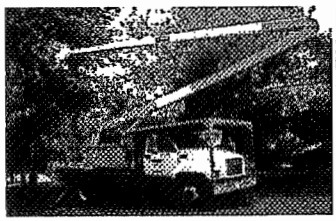
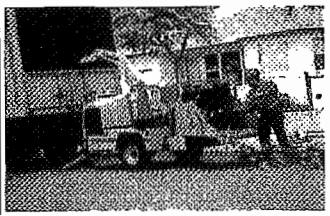
- We have a state-of-the-art full service Maintenance Department at our corporate headquarters
- WCA has 32 full-time mechanics on staff, 6 saw Mechanics and a full-time Preventive Maintenance Manager
- 90-day detailed inspections are performed by the WCA Maintenance Department
- Aerial lift safety inspections occur annually

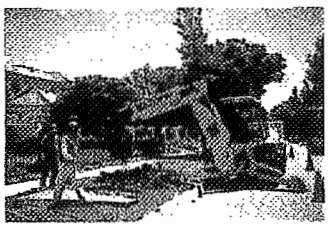
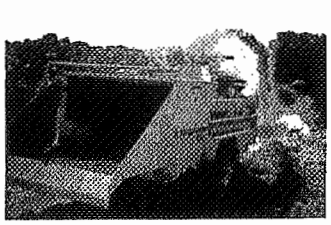
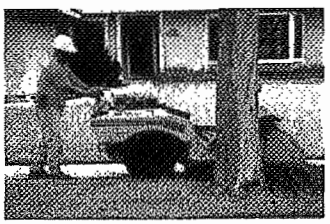
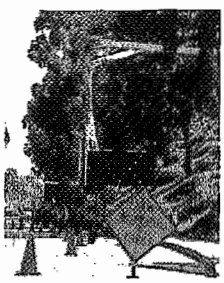
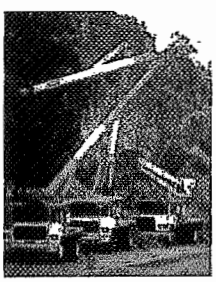
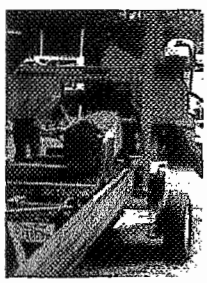
DESIGNATED EQUIPMENT

We believe the success of the project is partly attributed to the dedicated pieces of equipment assigned to the City. In addition to aerial lift devices, dump trucks, flatbed trucks, and roll-off trucks and containers, we also have additional equipment for use in the City such as cranes, loaders, and special aerial lift devices for higher elevated trees. Specific vehicles and equipment that will be dedicated to the City are listed below:

Year	Make	Model	Body Type	VIN / Serial	License Plate #	Weight (lbs.)
2005	Dodge	Ram 2500 SLT	Pickup	3D7KR26D85G789253	8N87547	6,000
2005	Dodge	Ram 2500 SLT	Pickup	3D7KR26D05G797895	7U55885	6,000
2005	Dodge	Ram 2500 SLT	Pickup	3D7KR26055G834990	7V08557	6,000
2005	Dodge	Ram 2500 SLT	Pickup	3D7KR26D956834992	7W79662	6,000
2006	Dodge	Ram 2500 SLT	Pickup	3D7KR26D86G202972	8A74407	6,000
2006	Dodge	Ram 2500 SLT	Pickup	3D7KR26D56G249229	8C35917	6,000
2006	Dodge	Ram 2500 SLT	Pickup	3D7KR26D26G251701	8C53173	6,000
2006	Dodge	Ram 2500 SLT	Pickup	3D7KR26DX6G265801	8D03731	6,000
2006	Dodge	Ram 2500 SLT	Pickup	3D7KR26D76G275864	87967A1	6,000
2005	Dodge	Ram 1500 SLT	Pickup	1D7HA16N25J510060	8Y35000	6,000
2005	Dodge	Ram 1500 SLT	Pickup	1D7HA16N45J510061	7R25578	6,000
2005	Dodge	Ram 1500 SLT	Pickup	1D7HA16N05J510218	8L58316	6,000
1987	Ford	F800 w/ 95 ft Hi-Ranger	Aerial Tower	1FDPF82K0HVA38140	5S13925	24,500
1992	International	w/ 95 ft Hi-Ranger	Aerial Tower	1HTSHN2R9NH455855	8V40354	24,500
1995	IHC	w/ 95 ft Hi-Ranger	Aerial Tower	1HTSHAA3SH625293	7D00020	24,500
2007	GMC	C7500 w/ Hi-Ranger	Aerial Tower	1GDJ7C1G17F412301	8R78958	24,500
2007	GMC	C7500 w/ Hi-Ranger	Aerial Tower	1GDJ7C1G37F412624	8J31773	24,500
2007	GMC	C7500 w/ Hi-Ranger	Aerial Tower	1GDJ7C1G57F425522	8L97986	24,500
2007	GMC	C7500 w/ Hi-Ranger	Aerial Tower	1GDJ7C1G57F425388	8L97531	24,500
2007	GMC	C7500 w/ Hi-Ranger	Aerial Tower	1GDJ7C1G67F425349	8L97530	24,500
2007	GMC	C7500 w/ Hi-Ranger	Aerial Tower	1GDJ7C1G27F425509	8L97482	24,500
2008	GMC	C6500 w/ Hi-Ranger	Aerial Tower	1GDL7C1G68F811252	8R79558	24,500
2008	GMC	C6500 w/ Hi-Ranger	Aerial Tower	1GDL7C16X8F411478	8R47913	24,500
2008	GMC	C7500 w/ Hi-Ranger	Aerial Tower	1GDJ7C1G18F413921	8R94757	24,500
2000	Arrowmaster	Arrowboard	Arrow Board	3991400		1,000
2000	Arrowmaster	Arrowboard	Arrow Board	3991406		1,000
2001	Wanco	Solar Arrowboard	Arrow Board	5F11S101511001245	SE577090	1,000
2001	Wanco	Solar Arrowboard	Arrow Board	5F11S101511001247	SE577069	1,000
1994	Ford	L8000 w/ 85 ft Crane	Crane	1FDZW82E0RVA52141	7R90398	31,000
2000	Sterling	32Z w/ Terex 120 ft Crane	Crane	2FZNAJCB6YAF77000	6A86742	31,000
2007	GMC	C6500 Dump Truck	Dump Truck	1GDJ7C1G68F402915	8L59286	24,500
2007	GMC	C6500 Dump Truck	Dump Truck	1GDJ7C1G68F403143	8L59284	24,500
2007	GMC	C6500 Dump Truck	Dump Truck	1GDJ7C1G18F402921	8L59285	24,500
2007	GMC	C6500 Dump Truck	Dump Truck	1GDJ7C1GX8F403209	8L59283	24,500
2000	GMC	C6500 Dump Truck	Flatbed truck	1GDJ6H1D9YJ508200	6C38297	15,000
2000	GMC	C6500 Dump Truck	Flatbed truck	1GDJ6H1D6YJ508350	7C40935	15,000
2001	GMC	C6500 Dump Truck	Flatbed truck	1GDJ7H1E31507975	6N44989	6,000
2004	Ford	F450 Stakebed	Flatbed truck	1FDXF46SX4ED21724	7L55484	15,000
2005	Vermeer	SC802 Stump Grinder	Stump Grinder	1VR2151J661000145	SE556133	2,000
2006	Vermeer	SC1102 Stump Grinder	Stump Grinder	1VRN1513261002067	SE601802	2,000
2007	Vermeer	SC802 Stump Grinder	Stump Grinder	1VR2161J561000279	SE558744	2,000
1994	Caterpillar	910 Skip Loader	Loader	1YK02321	SE531040	10,000
1997	Caterpillar	910F Skip Loader	Loader	2SS00178	SE590918	10,000
1993	Caterpillar	910F Skip Loader	Loader	1YK01929	SE546645	10,000
1994	Caterpillar	910F Skip Loader	Loader	1YK02020	SE576693	10,000
1991	International	1700 Roll Off Truck	Roll-off Truck	1HSRDGUR8MH359978	7Z14648	33,000
1994	White/GMC	Roll Off Truck	Roll-off Truck	4V1JDBJF2RR830643	5L43392	33,000
1996	Freightliner	FLD120 Roll Off Truck	Roll-off Truck	1FUYDEDB3TH697162	8R47508	33,000
1999	Woodmizer	Saw Mill	Saw Mill	456C62415XNGH4081	SE480158	5,000

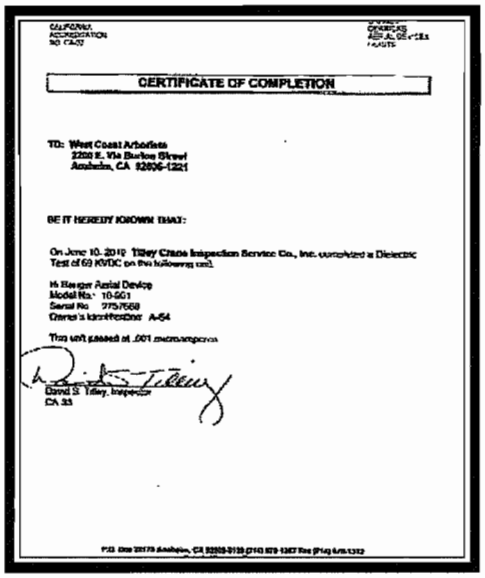







EQUIPMENT LIST SUMMARY

• Prius	22
• Pick Up Trucks	170
• Aerial Lift Devices	170
• Arrowboards	35
• ATVs	2
• Back Hoes	1
• Brush Chippers	112
• Cranes	4
• Dump Trucks	101
• Flat Beds	14
• Forklifts	3
• Stump Grinders	28
• Loaders	35
• Rubber Track Loader	1
• Root Pruners	2
• Rolloff Trucks	27
• Saw Mill	1
• Log Skidder	1

A complete list of reserve vehicles is available upon request.

METHODOLOGY



CALIFORNIA ACCREDITATION NO. CA-33

CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

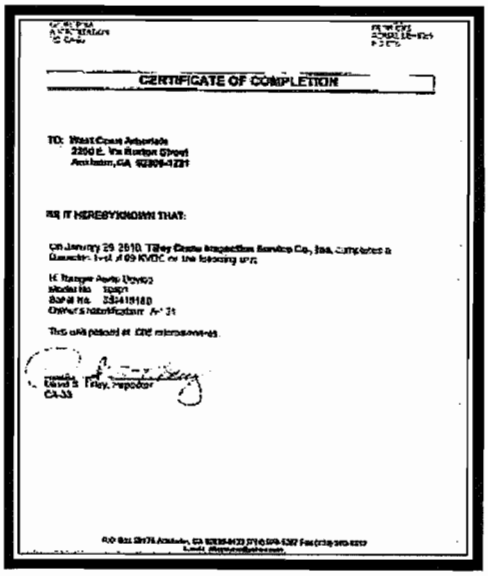
BE IT HEREBY KNOWN THAT:

On June 10, 2010 Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 69 KVDC on the following unit:

Hi Ranger Aerial Device
Model No.: 10-901
Serial No.: 2757568
Owner's Identification: A-54

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA 33



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

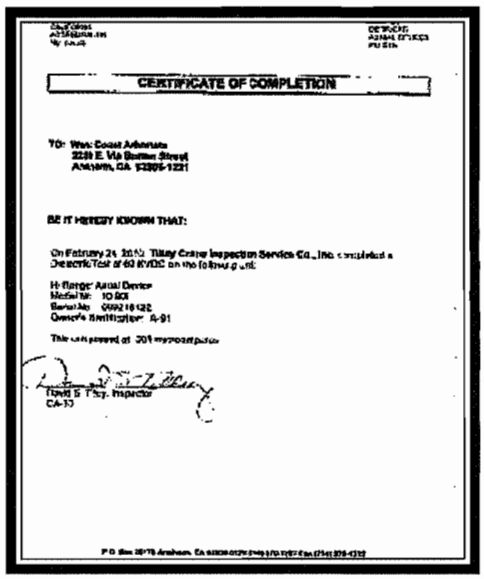
BE IT HEREBY KNOWN THAT:

On January 29, 2010, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 69 KVDC on the following unit:

Hi Ranger Aerial Device
Model No.: 10-901
Serial No.: 2334151[illegible]
Owner's Identification: A-[illegible]

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA-33



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

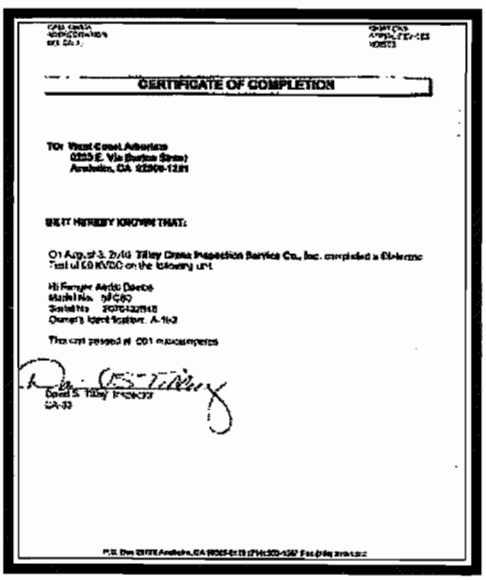
BE IT HEREBY KNOWN THAT:

On February 24, 2010, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 69 KVDC on the following unit:

Hi Ranger Aerial Device
Model No.: 10-901
Serial No.: 0092[illegible]
Owner's Identification: A-91

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA-33



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

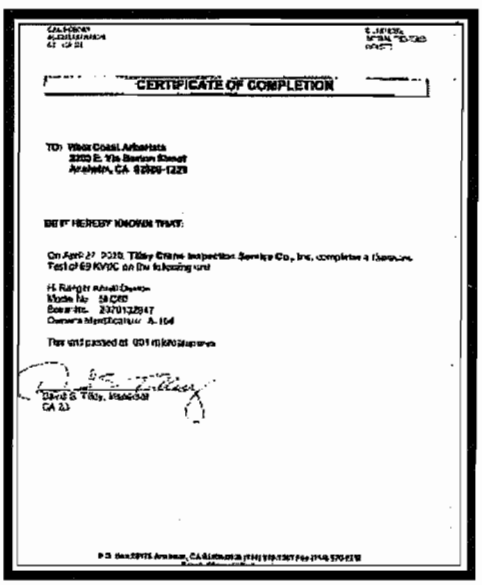
BE IT HEREBY KNOWN THAT:

On August 3, 2010, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 69 KVDC on the following unit:

Hi Ranger Aerial Device
Model No.: [illegible]
Serial No.: [illegible]
Owner's Identification: A-[illegible]

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA-33



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

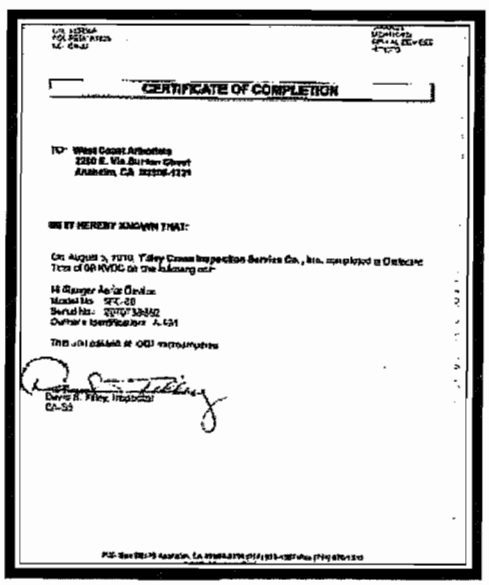
BE IT HEREBY KNOWN THAT:

On April 27, 2010, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 69 KVDC on the following unit:

Hi Ranger Aerial Device
Model No.: [illegible]
Serial No.: [illegible]
Owner's Identification: A-[illegible]

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA 33



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

BE IT HEREBY KNOWN THAT:

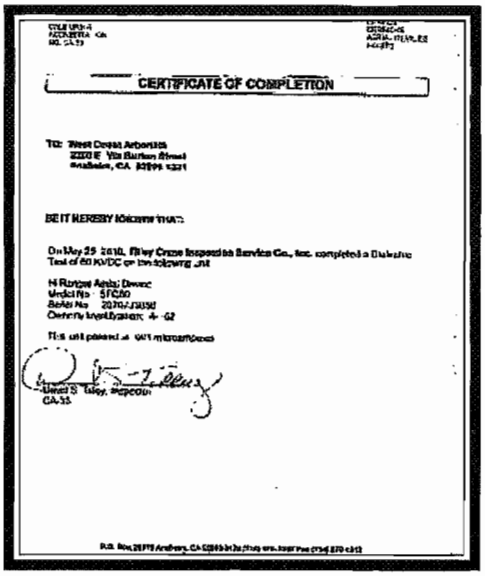
On August 3, 2010, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 69 KVDC on the following unit:

Hi Ranger Aerial Device
Model No.: [illegible]
Serial No.: [illegible]
Owner's Identification: A-[illegible]

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA-33

METHODOLOGY



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

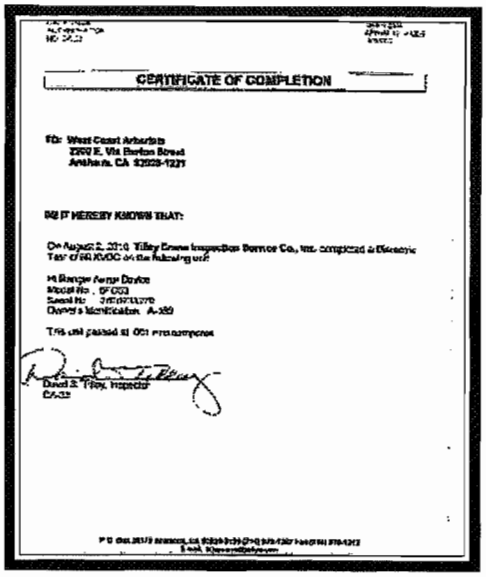
BE IT HEREBY KNOWN THAT:

On May 25, 2010, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 60 KVDC on the following unit

Hi Ranger Aerial Device
Model No.: 5FC60
Serial No.: 2070[illegible]
Owner's Identification: A-[illegible]

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA-33



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

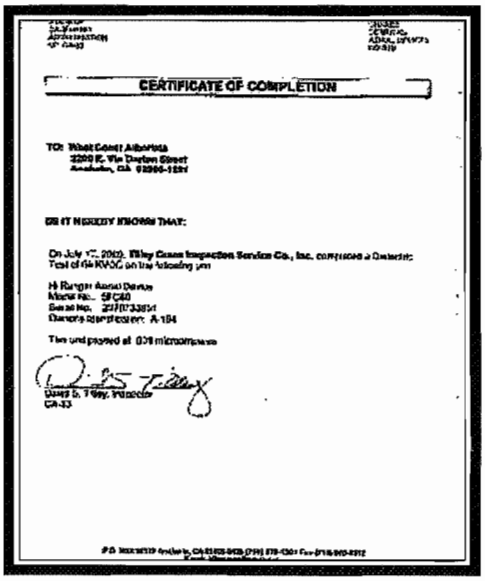
BE IT HEREBY KNOWN THAT:

On August 2, 2010, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 60 KVDC on the following unit

Hi Ranger Aerial Device
Model No.: 5FC60
Serial No.: [illegible]
Owner's Identification: A-[illegible]

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA-33



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

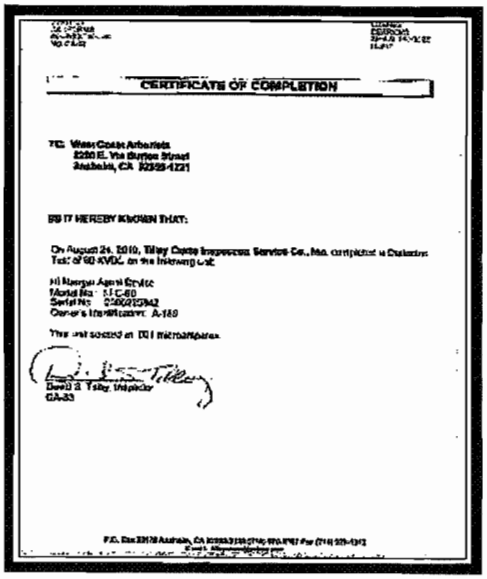
BE IT HEREBY KNOWN THAT:

On July 17, 2009, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 60 KVDC on the following unit

Hi Ranger Aerial Device
Model No.: 5FC60
Serial No.: 2070[illegible]
Owner's Identification: A-184

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA-33



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

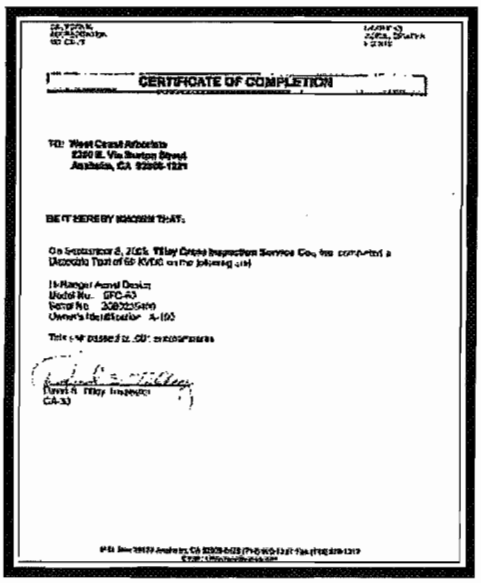
BE IT HEREBY KNOWN THAT:

On August 24, 2010, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 60 KVDC on the following unit

Hi Ranger Aerial Device
Model No.: 5FC60
Serial No.: [illegible]
Owner's Identification: A-189

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA-33



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

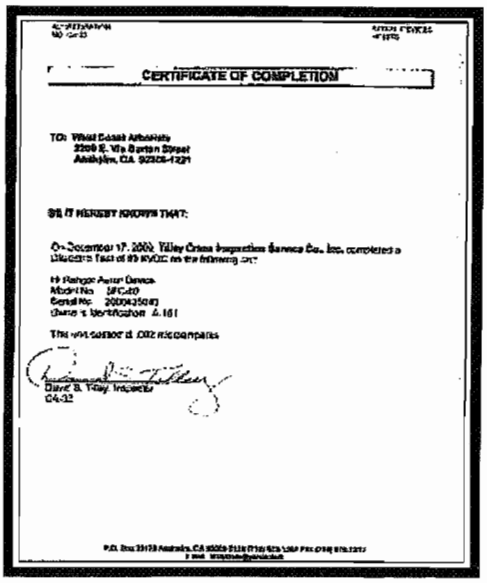
BE IT HEREBY KNOWN THAT:

On September 8, 2009, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 60 KVDC on the following unit

Hi Ranger Aerial Device
Model No.: 5FC60
Serial No.: [illegible]
Owner's Identification: A-[illegible]

This unit passed at .001 microamperes

David S. Tilley, Inspector
CA-33



CERTIFICATE OF COMPLETION

TO: West Coast Arborists
2200 E. Via Burton Street
Anaheim, CA 92806-1221

BE IT HEREBY KNOWN THAT:

On December 17, 2009, Tilley Crane Inspection Service Co., Inc. completed a Dielectric Test of 60 KVDC on the following unit

Hi Ranger Aerial Device
Model No.: 5FC60
Serial No.: [illegible]
Owner's Identification: A-181

This unit passed at .002 microamperes

David S. Tilley, Inspector
CA-33

METHODOLOGY

SCOPE OF WORK

As a full-service tree maintenance company WCA is qualified and prepared to provide the most effective and efficient means of the tree care services. All work performed will adhere to industry ISA and ANSI standards. Descriptions of some of the most common services are provided below:

PRUNING

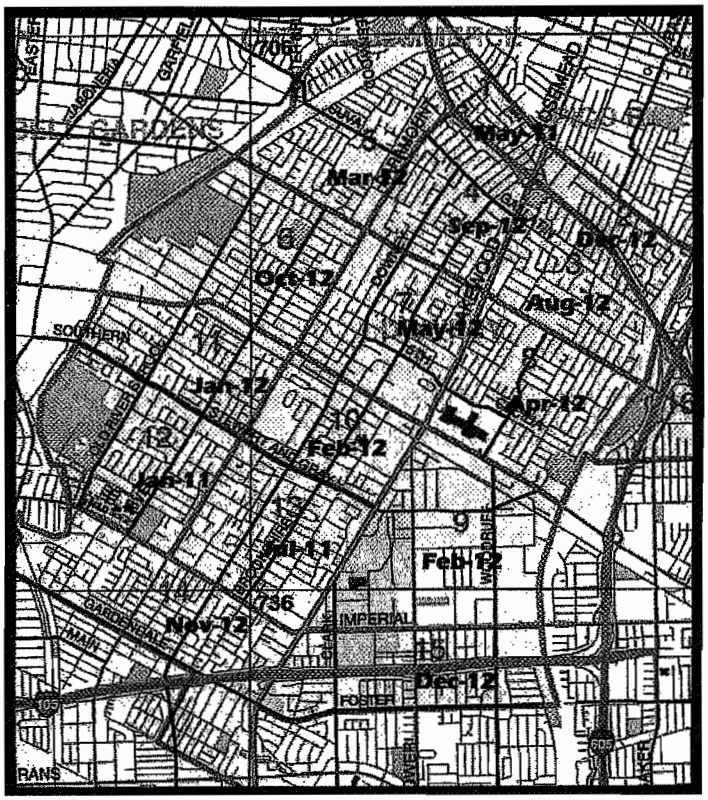
The results of using this pro-active tree maintenance strategy are long term reduced costs, increased public safety, content residents, and an increased value of an essential City asset. Prior to commencement of work, WCA will post door hangers informing residents of the work that is to be performed. These notices will be delivered within the time specified by the City.

The objectives of tree pruning are:

- Reduce the risk of failure
- Provide clearance
- Reduce shade and wind resistance
- Maintain health
- Influence flower or fruit production
- Improve a view
- Improve aesthetics

WCA crews working in the City of Fullerton

BENEFITS OF A GRID PRUNING PROGRAM



We can assist the City with updating or establishing grids for a long-term pruning program. Maintenance should be performed throughout the entire fiscal year on a consistent basis. Regardless of the amount of a community's tree management budget, systematic tree maintenance reduces costs in the long term.

Improved Public Relations: Citizens can be informed in advance when their trees are scheduled for service. This is a pro-active approach to manage the community's urban forest.

Equal Service: Every citizen receives service whether requested or not. Maintenance is not dependent on a formal request or individual. This helps reduce the need for "emergency" or "service request" pruning, and can prevent liability problems (such as dead or weak branches).

Preventive Maintenance: All city trees receive routine maintenance; problems are corrected before they reach crisis levels.

Improved Health: Grid/area pruning improves the health of the tree population through routinely pruning weakened or pest infested branches and developing sound and vigorously growing crowns.

Maintain a Capital Asset: The urban forest is one of the Cities most valuable and overlooked capital assets. By investing in the systematic maintenance concept the City is maintaining its overall and real financial value to the community.

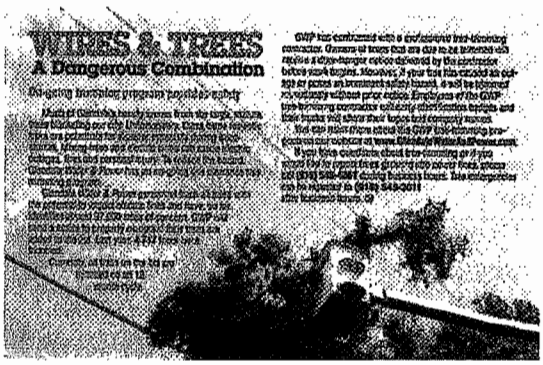
Reduced Liability: Due to the efficiency of grid trimming, all trees are serviced in a timely manner reducing liability exposure.

Efficient Record Keeping: The Foreman is able to update tree characteristic information on trees that our crew maintains in the City over the trim cycle period. Records are maintained for current status and retuned to the City for their files.

CLEARANCE PRUNING

In addition to providing complete pruning operations, our highly trained staff will also perform clearance pruning services, which consist of removing branches to provide a fourteen (14) foot clearance from the top of the curb when practical, or as specified by the City. This operation also involves clearing limbs or branches away from wires, lights, building, and/or traffic signal devices. Also, we will remove all trunk sprouts and suckers and clear limbs to provide for pedestrian travel. All work will be performed in accordance with I.S.A. Standards, ANSA A300 Standards and City specifications.

LINE CLEARANCE PRUNING



An on-going trimming program provides safety when it come to tree and utility lines. Trees that interfere or have the probability of interfering with utility lines will be trimmed in a manner to achieve the required clearances as specified by the City in accordance with the California Public Utilities Commission. In addition to abiding by the clearance specifications set forth in General Order 95, utility line clearance pruning will be performed to protect the current health and condition of the tree and to maintain its symmetry. Limbs overhanging primary conductors will be removed, and natural pruning techniques that utilize the least number of cuts will be made to direct growth away from the utility lines.

SMALL TREE CARE

We support the City's belief that 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:

METHODOLOGY

- 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

As the trees we plant mature, it is apparent that the trees and adjacent parkways will require certain maintenance needs. Therefore WCA will work with City staff to establish a Small Tree Care Maintenance Program to address the tree and parkway maintenance requirements on an individual basis. Each tree is inspected to determine specific needs and maintenance activities are then performed accordingly.

PALM TRUNK SKINNING

Palm tree skinning consists of the removal of dead frond bases (only), at the point they make contact with the trunk without damage to the live trunk tissue.

REMOVAL OPERATIONS

Removals will be completed per monthly lists compiled and submitted by the City or on an "as needed" basis after the trees have been marked. With a minimum of forty-eight 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 in accordance with ANSI Z133 Standards.

ROOT PRUNING

We strongly recommend against any root pruning, however, should you want to proceed, we recommend that it should not be done any 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 and debris will be hauled away.

TREE PLANTING

We can replace trees that have been removed and plant new trees in accordance with City specifications. Trees will be planted by lists compiled and submitted monthly or on an "as-needed" basis. We are prepared financially and logistically to acquire and purchase selected tree species for tree planting in the City.

We have the capability to send notices via U.S. Mail informing residents of the work that is to be performed if requested by the City. These notices can include a photo of the new tree that is to be planted or the residents may view the specie at www.WCAINC.com. At a minimum of forty-eight 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.

Once the City approves the trees to be planted, we will plant in accordance with ISA Standards, ANSI A300 Standards and City specifications. 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, and young trees when requested by the City. This team will also be responsible for reporting special care needs to the Small Tree Care Team. This could include reporting weeds, soil that has settled, and/or staking and tying needs.

EMERGENCY RESPONSE

WCA has an Area Manager on call 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 City, Police Department and Fire Department. We will be prepared for emergency calls on a 7-day, 24-hour basis. 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

Holiday lighting project in the City of Mission Viejo

There are many services that we provide to agencies that don't necessarily involve tree maintenance. Because of our commitment to customer satisfaction and our vast amount of resources, which includes specialty equipment, and qualified personnel, WCA responds to various miscellaneous requests. Some examples of these services are flag hanging, holiday light installation, changing ballpark lights, and miscellaneous use of our aerial towers and cranes. These types of services are performed on a crew rental basis, which consists of any number of men with necessary equipment. Special tree trimming projects are also performed under an hourly crew rental.

SPECIALTY EQUIPMENT RENTAL

Should the City encounter projects that may require specialty equipment, we have the ability to dispatch one of our Hi-Ranger aerial towers with a reach of 95 feet and/or one of our high-capacity cranes with a reach of more than 100 feet. We also have a number of roll-off boxes, trucks and loaders for special projects requiring hauling of debris.

CONSULTING ARBORIST/INSPECTION

The need for special reporting is increasing. We have a full-time Consulting Arborist on staff that can prepare detailed arborist reports, tree evaluations and site inspections based on your specific needs. Reporting can be generated on as little as one tree to an entire urban forest population and is handled on a case-by-case basis.

DATA ENTRY

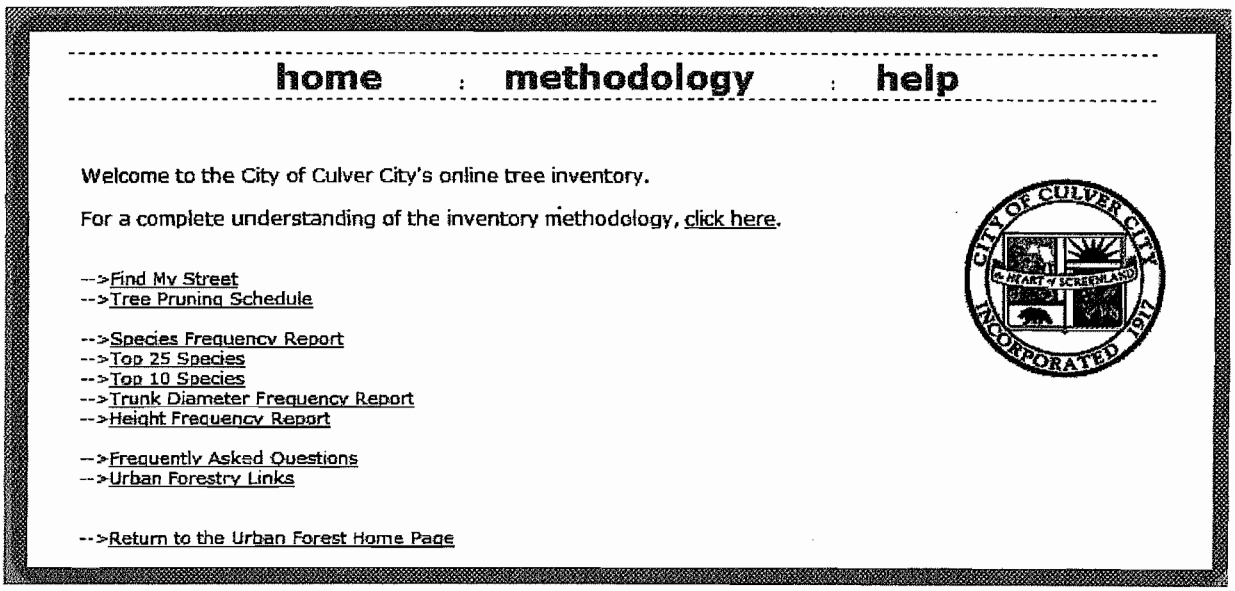
Due to the large amount of information we process, we have a full-time Data Entry department that is capable of taking on extra projects. Projects of this nature include inputting of work history performed by City crews or conversion of data to assimilate into ArborAccess.

WEBPAGE DEVELOPMENT

Webpage development is a new feature to our Information Management services. Understanding the City's strive to expand and automate its service to the citizens by use of the City's website, WCA can establish and maintain informational pages on our website relative to the City's tree division & operation. A link on the City's website would interface with our website and the information displayed can include the following:

- Photos of tree species found within the City and currently listed on the City's tree palette
- Species Frequency Reports including D.S.H., and Height reports from the inventory
- Maps of the City, and zones
- Tree trimming specifications
- Tree planting specifications
- Tree Ordinance
- Contact information with e-mail addresses

We can complete the Webpage development component at an hourly rate. Annual maintenance of the website will be included in the annual software maintenance agreement.



home : methodology : help

Welcome to the City of Culver City's online tree inventory.

For a complete understanding of the inventory methodology, click here.

-->Find My Street
-->Tree Pruning Schedule

-->Species Frequency Report
-->Top 25 Species
-->Top 10 Species
-->Trunk Diameter Frequency Report
-->Height Frequency Report

-->Frequently Asked Questions
-->Urban Forestry Links

-->Return to the Urban Forest Home Page

PROJECT SCHEDULE

City of Costa Mesa
4 Year Tree Maintenance Schedule

Grid Tree Trimming					2012-1013		2013-2014		2014-2015		2015-1016	
DISTRICT	TOTAL TREES	PALMS	TOTAL W/O PALMS	DISTRICT TRIMMING	PALM TRIMMING	DISTRICT TRIMMING	PALM TRIMMING	DISTRICT TRIMMING	PALM TRIMMING	DISTRICT TRIMMING	PALM TRIMMING
1	107	0	107	107	0		0		0		0
2	963	24	939	939	24		24		24		24
3	549	12	537	537	12		12		12		12
4	624	40	584	584	40		40		40		40
5	755	58	697	697	58		58		58		58
6	1,004	84	920	920	84		84		84		84
7	976	167	809	809	167		167		167		167
8	461	19	442	442	19		19		19		19
9	209	13	196	196	13		13		13		13
10	202	3	199	101	3	98	3		3		3
11	824	24	800		24	800	24		24		24
12	867	26	841		26	841	26		26		26
13	415	30	385		30	385	30		30		30
14	1,824	64	1,760		64	1,760	64		64		64
15	2,057	60	1,997		60	1,448	60	549	60		60
16	1,619	74	1,545		74		74	1,545	74		74
17	296	27	269		27		27	269	27		27
18	785	48	737		48		48	737	48		48
19	689	32	657		32		32	657	32		32
20	271	23	248		23		23	248	23		23
21	2,371	87	2,284		87		87	1,327	87	957	87
22	757	131	626		131		131		131	626	131
23	328	17	311		17		17		17	311	17
24	926	107	819		107		107		107	819	107
25	589	145	444		145		145		145	444	145
26	682	119	563		119		119		119	563	119
27	935	124	811		124		124		124	811	124
28	361	38	323		38		38		38	323	38
29	445	39	406		39		39		39	406	39
30	72	0	72		0		0		0	72	0
	22,963	1,635	21,328	5,332	1,635	5,332	1,635	5,332	1,635	5,332	1,635
TOTAL ANNUAL TRIMS					6,967		6,967		6,967		6,967

Additional Services	QTY		QTY		QTY		QTY
Service Requests	100		100		100		100
Hourly Crew Rental	300		300		300		300
Tree and Stump Removal	75		75		75		75
Stump Only Removal	50		50		50		50
Root Pruning	50		50		50		50
Root Shaving	50		50		50		50
Tree Planting	75		75		75		75
Special Equipment Rental	10		10		10		10
Tree Watering	50		50		50		50

TASKS REQUIRED BY CITY STAFF

WCA believes in a joint effort in the care of the City's Urban Forest. A "team-effort" involving City staff, field workers, project managers and supervisors will enhance the success of the tree maintenance program. As the potential vendor for the City's tree contract, we request the following from City staff:

- Assign work through ArborAccess which will help manage the work assigned and reduce unneeded paperwork
- Appropriately mark trees scheduled for removal or planting
- Review and approve submitted invoices in a timely manner
- Assist with resident concerns
- Coordinate work assignments for field crews
- Evaluate trees recommended for removal or inspection
- Maintain open line of communication with field crews and supervisors

From:	WILSON, KIMBERLY
To:	WILSON, KIMBERLY
Cc:	AMADRIL, RICK
Subject:	RE: City of Costa Mesa Tree Maintenance/Urban Forestry Management ~ Additional Information/Response Needed
Date:	Thursday, May 24, 2012 11:09:14 AM

Hello Everyone,

These questions were posed to me by one of the 3 finalist and I want to share them and my responses to each of you so that everyone's on the same page.

QUESTIONS:
Was this request sent to each of the vendors that were interviewed? ***[WILSON, KIM]*** Yes

What is the goal of the 2nd round of prices? (cheaper prices, clarification, etc.)***[WILSON, KIM]*** This 2nd round is for Clarification due to the multi-layered analysis we have to perform in on the services being considered for outsourcing. This will help us to accurately analyze each proposer's costs against current cost.

Is this contract still targeted for the June 5 City Council Meeting? ***[WILSON, KIM]*** It's actually targeted for June 19th

Kim Wilson
RFP Facilitator
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Phone 714-754-5062
Fax 714-754-5040
kimberly.wilson@costamesaca.gov

From: WILSON, KIMBERLY
Sent: Wednesday, May 23, 2012 3:30 PM
To: WILSON, KIMBERLY
Cc: AMADRIL, RICK
Subject: City of Costa Mesa Tree Maintenance/Urban Forestry Management ~ Additional Information/Response Needed

Hello Everyone,

I'd like to begin by thanking each of you for taking the time to submit a proposal in response to the City of Costa Mesa's RFP for Urban Forestry Management in early February and excepting the invitation to interview March.

We're in the final stages of our analysis. This comprehensive review includes a complete analysis of each of the prospective proposers against the RFP requirements as well as a comparative analysis against the existing services. To that end, we require additional information from the top contenders, to

complete our analysis.

Attached you'll find a list of bid items, that will aid the City in its final analysis of the proposals being reviewed in this phase of the Urban Forestry Management RFP. Please complete the form and return it back to me via email no later than Wednesday, May 30, 2012 @ 4pm.

TREE MAINTENANCE SERVICES UNIT COST PROPOSAL

Description	Unit	Unit Price
Grid Pruning	Each	
Service Request Pruning	Each	
Palm Skinning	Each	
Tree and Stump Removal	Inch	
Tree Only Removal	Inch	
Stump Only Removal	Inch	
Plant 15 Gal. w/o Root Barrier	Each	
Plant 15 Gal. w/ Root Barrier	Each	
Plant 24" Box w/o Root Barrier	Each	
Plant 24" Box w/ Root Barrier	Each	
Root Pruning w/ 12" RB Installation	Foot	
Root Pruning w/ 18" RB Installation	Foot	
Crew Rental - 3 man	Hour	
Emergency Crew Rental	Hour	
Watering	Day	

Thank you,

Kim Wilson
RFP Facilitator
City of Costa Mesa
77 Fair Drive
Costa Mesa, CA 92626
Phone 714-754-5062
Fax 714-754-5040
kimberly.wilson@costamesaca.gov

TREE MAINTENANCE SERVICES UNIT COST PROPOSAL

Submitted By: West Coast Arborist

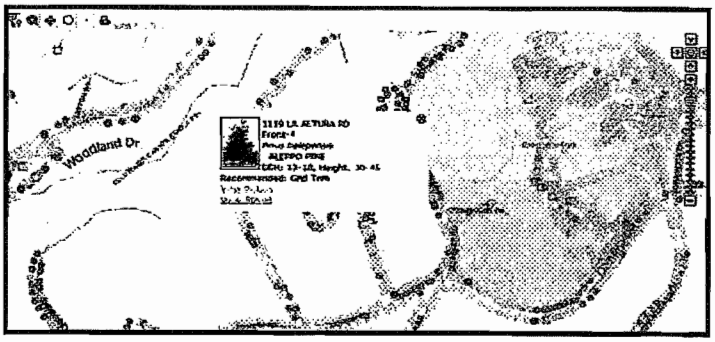
Description	Unit	Unit Price
Grid Pruning	Each	$ 40.00
Service Request Pruning	Each	$ 80.00
Palm Skinning	Each	$ 100.00
Tree and Stump Removal	Inch	$ 18.00
Tree Only Removal	Inch	$ 12.00
Stump Only Removal	Inch	$ 5.00
Plant 15 Gal. w/o Root Barrier	Each	$ 95.00
Plant 15 Gal. w/ Root Barrier	Each	$ 110.00
Plant 24" Box w/o Root Barrier	Each	$ 190.00
Plant 24" Box w/ Root Barrier	Each	$ 210.00
Root Pruning w/ 12" RB Installation	Foot	$ 15.00
Root Pruning w/ 18" RB Installation	Foot	$ 20.00
Crew Rental - 3 man	Hour	$ 150.00
Emergency Crew Rental	Hour	$ 180.00
Watering	Day	$ 400.00

METHODOLOGY

ARBORACCESS ONLINE: TREE INVENTORY SOFTWARE

BENEFITS

- Ease of Use
- Database View
- Tree Detail Form
- Searching Database
- Track Order Management
- Map View
- Compatibility Upgrades



ARBORACCESS ONLINE

ArborAccess Online is an Internet driven program that was developed by tree care professionals at West Coast Arborists and was based on the tree maintenance needs of our customers. The user-friendly program allows customers to store, retrieve, update, delete and add tree records and work histories. The information contained in ArborAccess Online 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. The information management possibilities for data integration are endless for urban forestry management programs that use similar management methods and resources.

COMPUTER SOFTWARE SPECIFICATIONS

The software program organizes your tree inventory and provides an interface that is easy to use and understand. By utilizing ArborAccess Online and incorporating tree maintenance, the tree inventory is automatically updated with each billing cycle. This process eliminates the hassle of dual inputting by the City and WCA. There are several features that can be generated to assist you with ordering and tracking work, resident requests, maintenance scheduling, and budget projections. In addition, ArborAccess Online provides an unlimited resource of information on your City's urban forest.

SOFTWARE TRAINING

Our IT Department is based out of our corporate office in Anaheim, CA. Local satellite offices are located through-out the state of California in: Stockton, San Jose, Fresno, Ventura, Riverside, and San Diego. Each office has the ability to provide software training to customers. We are 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 also offer periodic customer workshops for larger groups who can also earn ISA continuing education credits (CEU's) for Certified Arborists and Tree Workers. Additionally, unlimited telephone and or email technical support is available to answer questions and aid city staff in the use of the software system. The success of any urban forest program depends on the proper management of information. Software training and support is included in the cost associated with the inventory data collection.

BILLING

WCA has a state-of-the-art invoicing system that is updated on a daily basis. Progress billings will be submitted to the City 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 City. This information will be supplied in hardcopy and immediately accessible on ArborAccess Online. Job balances reflecting the percent of completion for each job can be viewed on ArborAccess Online.

LIST TRACKING SYSTEM

The List Tracking Report is a useful tool in the management of incoming work. This report allows us to track specific jobs as they are ordered by the City. Proper use of this system enables the City and WCA to track the completion of work that is ordered. Also, projected work schedules and trim cycles may be calculated on real time by reviewing how long the project took in the past.

List Management

All lists — Create a new list

List Name	Work Type	Crew	Created By	Create	Sent	Complete	Sites
Grid #34 2011	WCA Trim	WCA	ontarionick	9/4/2011	9/4/2011		1120
OCT STUMP LIST FY 1112	WCA Removal	WCA	mikem	9/2/2011			0
OCT SR TRIM LIST FY 1112	WCA Trim	WCA	mikem	9/2/2011			21
OCT REMOVAL LIST FY 1112	WCA Removal	WCA	mikem	9/2/2011			23
Grid #12 2011	WCA Trim	WCA	ontarionick	8/8/2011	8/8/2011		1542
SEP STUMP LIST FY 1112	WCA Removal	WCA	mikem	8/1/2011	9/2/2011		1
SEP REMOVAL LIST FY 1112	WCA Removal	WCA	mikem	8/1/2011	9/2/2011		56

SAMPLE MANAGEMENT TOOLS

DETAILED TREE SITE CHARACTERISTICS

The state-of-the-art technology provides a valuable tool to urban forestry professionals by displaying tree site specifics 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 automatically updated via downloads that accompany bi-weekly invoices. This process assists the City in elimination of dual-inputting and helps keep the tree inventory current.

ACCURATE MAINTENANCE RECORDS

view more details
show map and 360° panorama
print

Street: 705 FOOTHILL RD /N
Species: *Phoenix canariensis*, CANARY ISLAND DATE PALM
DBH/Height: 31+/45-60
Parkway Size: Unknown

WCA Work History

Date	Work Type	Amount	Job#	Species (if removed)
11/1/2010	Prune - Crew	Hourly	16437	
7/28/2010	Date Palm Pruning	$125.00	16437	
8/4/2009	Date Palm Pruning	$125.00	14161	
7/29/2008	Date Palm Pruning	$125.00	12286	
10/16/2007	Date Palm Pruning	$125.00	10808	
11/9/2006	Date Palm Pruning	$125.00	9523	
12/6/2005	Date Palm Pruning	$125.00	8307	
10/31/2005	Prune - Crew	Hourly	8307	
9/22/2003	Date Palm Trim	$125.00	6057	
8/14/2002	Date Palm Trim	$125.00	5141	

ACCURATE MAINTENANCE RECORDS

Accurate maintenance records for each location can assist the City with liability claims. Providing a detailed history of the maintenance performed at each location can display the effort the City puts forth in maintaining its urban forest. By linking the tree maintenance to the tree inventory it eliminates the task of having to go through the data entry process because the records are updated concurrently with each billing cycle. In order to maintain accurate maintenance records, it is imperative that work requests are pulled from the system prior to the work being performed, otherwise inventory accuracy is not guaranteed.

DETAILED REPORTING OPTIONS

REPORTING FEATURES

Several types of reports can be generated within ArborAccess, depending on the type of information needed. Some report samples are:

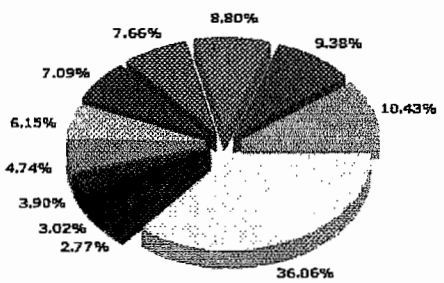
- Inventory
- Work Summary
- View Invoices
- Job Balance
- Greenwaste
- Work History
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency *(shown below)*
- Work Type by District Frequency
- All Trees at an Address
- Estimated Tree Value

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 City.

Species Frequency

Print Include Invalids

Botanical Name	Common Name	Total	Photo
Lagerstroemia indica	CRAPE MYRTLE	4,628	Yes
Liquidambar styraciflue	AMERICAN SWEETGUM	4,164	Yes
Cinnamomum camphora	CAMPHOR TREE	3,906	Yes
Pinus canariensis	CANARY ISLAND PINE	3,398	Yes
Platanus acerifolia	LONDON PLANE	3,147	Yes
Pyrus calleryana	ORNAMENTAL PEAR	2,728	Yes
Syagrus romanzoffianum	QUEEN PALM	2,105	Yes
Washingtonia robusta	MEXICAN FAN PALM	1,733	Yes
Pistacia chinensis	CHINESE PISTACHE	1,339	Yes
Schinus molle	CALIFORNIA PEPPER	1,231	Yes
Ulmus parvifolia	CHINESE ELM	1,181	Yes
Jacaranda mimosifolia	JACARANDA	1,172	Yes
Cupaniopsis anacardioides	CARROTWOOD	1,104	Yes
Prunus cerasifera	PURPLE-LEAF PLUM	1,094	Yes
Lophostemon confertus	BRISBANE BOX	1,013	Yes



Top 10 Species	%
Lagerstroemia indica	10.43
Liquidambar styraciflua	9.38
Cinnamomum camphora	8.80
Pinus canariensis	7.66
Platanus acerifolia	7.09
Pyrus calleryana	6.15
Syagrus romanzoffianum	4.74
Washingtonia robusta	3.90
Pistacia chinensis	3.02
Schinus molle	2.77
Other	36.06

MUNICIPAL EXPERIENCE: GPS TREE INVENTORIES

Agoura Hills
Anaheim
Anaheim Resort Hotel District
Artesia
Azusa
Bellflower
Beverly Hills
Brentwood
Buena Park
Calabasas
California Villas HOA
Palm Desert
Camarillo
Carlsbad
Carpentaria
Catalina Island Company
Claremont
Claremont Unified School District
Coronado
Costa Mesa
Covina
Culver City
Dana Point
Diamond Bar
Dublin
El Cajon
Emeryville
Encinitas
Fillmore
Fontana
Goleta
Highland
Imperial Beach
Indio
Irwindale
La Mirada
Laguna Hills
Lakewood
Los Angeles Convention Center
Madera
Menlo Park
Mission Viejo
Morgan Hill
Newport Beach
Ontario
Padre Dam MWD (Santee Lakes)
Paramount
Placentia
Pleasanton
Port of Long Beach
Poway
Rancho Mirage
Redlands
Redondo Beach
Riverside
Rolling Hills Estates
Rosemead
Rossmoor
San Dimas
San Fernando
San Gabriel
San Juan Capistrano
San Ramon
Santa Barbara
Santa Maria
Santa Monica
Santee
Seal Beach
Solana Beach
Spectrum Property Services (Ventura)
Temecula
Tempe, Arizona
Torrance
Tracy
Tulare County
Tustin
Upland
Ventura
Vista
Walnut
Westminster
Yorba Linda Assessment

MUNICIPAL EXPERIENCE: TEXT-BASED TREE INVENTORIES

Alhambra
Azusa Unified School District
Azusa Water & Power
Brea
Cerritos
Chino Hills
Commerce
Downey
El Segundo
Fountain Valley
Glendale
Hollister
Inglewood
La Puente
La Verne
Lawndale
Leisure Village Camarillo
Lomita
Manhattan Beach
Maywood
Montclair
Monterey
Monterey Park
Moorpark
Norco
Norwalk
Ojai
Pico Rivera
Pomona
Rancho Palos Verdes
Rialto
Santa Fe Springs
Santa Paula
Soledad
Temple City
Vernon
West Covina
West Covina Unified School District
Whittier
Yorba Linda Parks

RECRUITMENT, HIRING, & RETENTION OF DISPLACED CITY EMPLOYEES

We understand the City through privatizing its current tree care operations may be forced to displace some Urban Forestry field personnel. Should WCA enter into an agreement to perform this service, we will make every effort to hire any displaced Urban Forestry field personnel at their current hourly rate of pay. Employment will be subject passing a physical examination and completing orientation and training.

In the past, WCA has successfully hired employees from other cities such as Anaheim and Orange, where employees were dismissed due to their City's financial constraints. We understand these employees have value in institutional knowledge and work experience that can certainly help facilitate the transition process.

If you or any of the displaced employees have any questions or require additional information concerning our benefits offered, they are free to contact our Human Resources Department at (714) 991-1900.

PROPOSAL EXCEPTIONS

West Coast Arborists agrees and accepts all terms related to the Request for Proposals for Urban Forestry Management. WCA has reviewed the requirements of the project as described in the RFP, and we have determined that we have no exceptions to this project. We have also reviewed the terms of the sample agreement and we have no exceptions to the conditions set forth.

PROPOSED USE OF CITY-OWEND FACILITIES OR PROPERTY

In an effort to provide the City with an immediate response to tree–related emergencies, we will respectfully request to park our City-dedicated equipment in the parking lot of the City Yard while working in the City of Costa Mesa. We understand this to be a courtesy of the City, and we will not hold the City responsible should theft or vandalism occur to the equipment or vehicles. We believe this will fulfill our requirement to make the City of Costa Mesa a priority if and when emergency requests are needed. This will also reduce our carbon footprint by reducing the need to travel to and from off-site yards.

INTRODUCTION

West Coast Arborists, Inc. (WCA) is a family-owned and operated company employing nearly 600 full-time employees providing various tasks to achieve one goal: serving communities who care about trees. Our employees operate from one of our seven California offices: Anaheim, Ventura, Fresno, San Jose, Stockton, Riverside, and San Diego serving over 200 municipalities. The company is cornprised of a top management team, a management committee and a safety committee. Staff members have diverse educational backgrounds including accounting, business administration, engineering and forestry.

WCA WORK FORCE

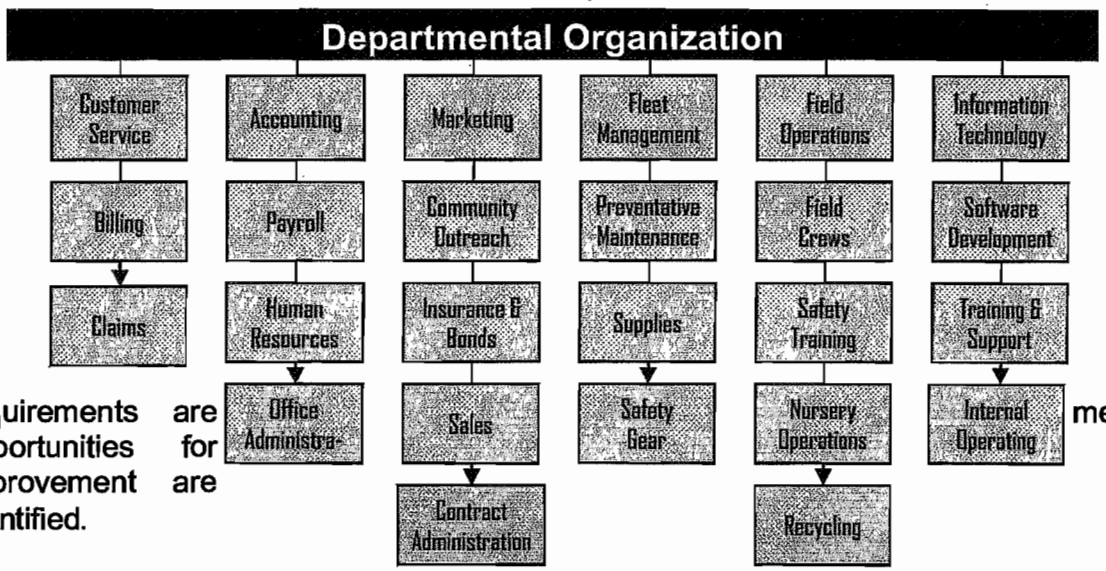
WCA actively maintains ongoing processes to assure that only qualified and competent staff provides safe and quality tree maintenance services. These skilled employees can only be achieved through both training and work experience. We believe that essential experience should always be obtained through qualified supervision; this includes both basic and extended skills. WCA makes every attempt to ensure that this is undertaken before career advancement, leading a crew, or performing work.

CERTIFICATION

WCA prides itself in working to get its employees certified through the International Society of Arboriculture, raising 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, they are shown on the following page.

EVALUATION

WCA employees are evaluated through an internal mechanism supervised by the Management Team. Each employee performs his 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.

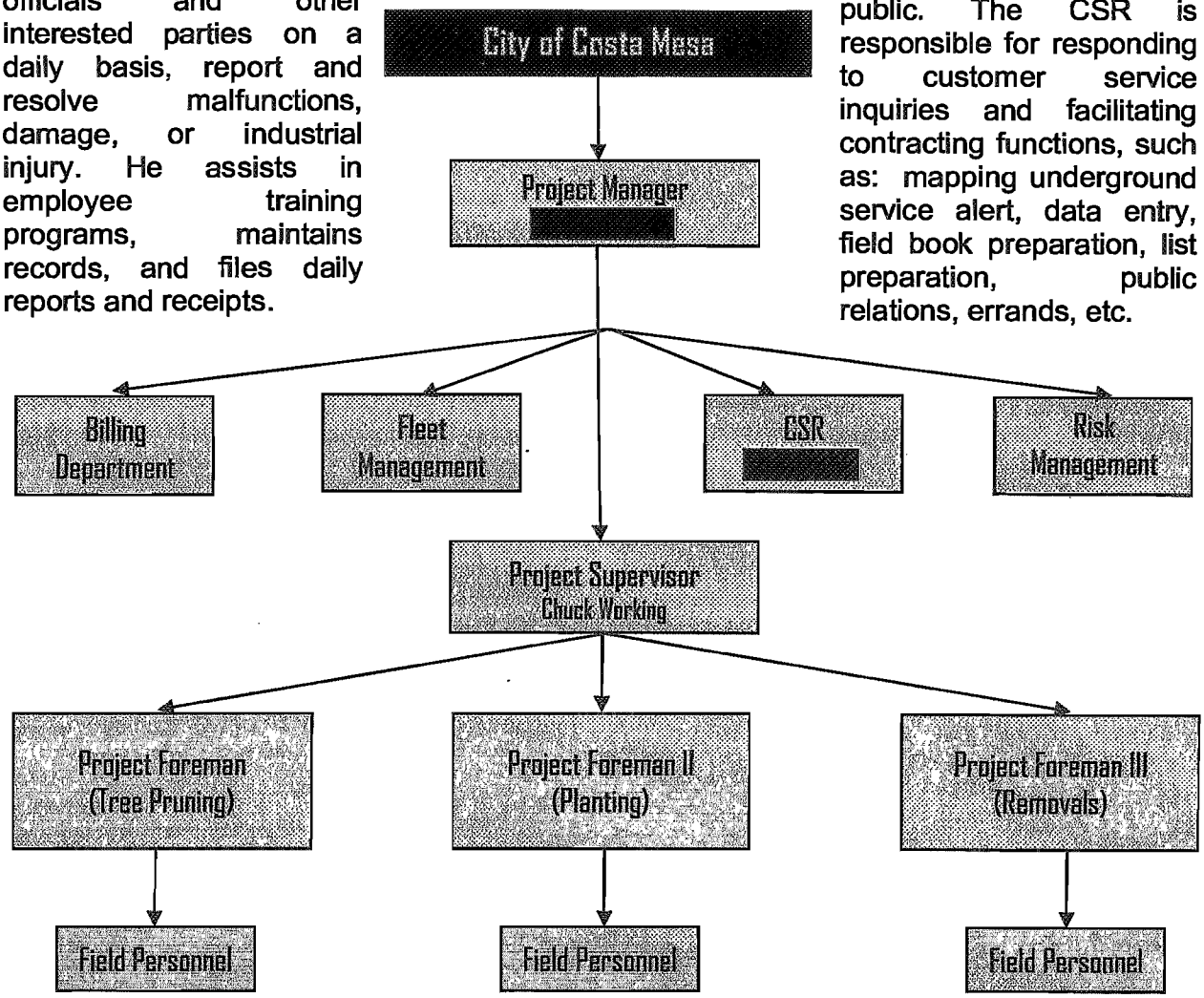


STAFFING

[redacted] has been with WCA since 1997 and has over 20 years field experience in the industry. [redacted] is a full-time employee and speaks fluent English. As Supervisor, [redacted] is to communicate with city officials and other interested parties on a daily basis, report and resolve malfunctions, damage, or industrial injury. He assists in employee training programs, maintains records, and files daily reports and receipts.

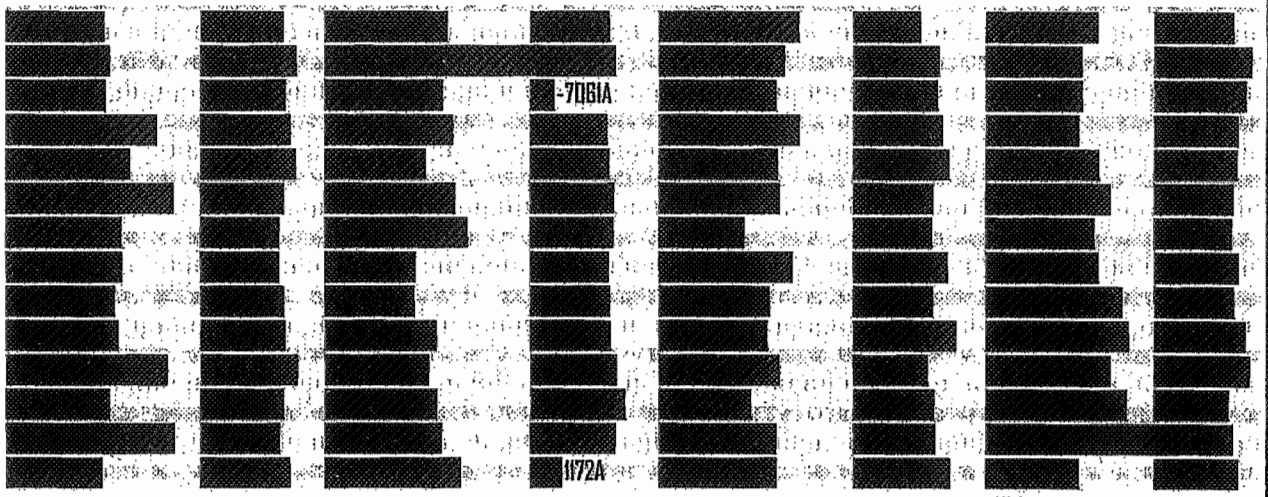
[redacted] is responsible for field operations and management of crews. He is also involved in scheduling, evaluation and production of street tree maintenance. [redacted] has over 30 years' experience in the tree care industry.

As the CSR [redacted] is responsible for providing support to the Area Manager, Site Supervisor, and crew. The CSR is to act as a liaison between the company and its clients as well as the general public. The CSR 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, public relations, errands, etc.



CERTIFIED ARBORISTS

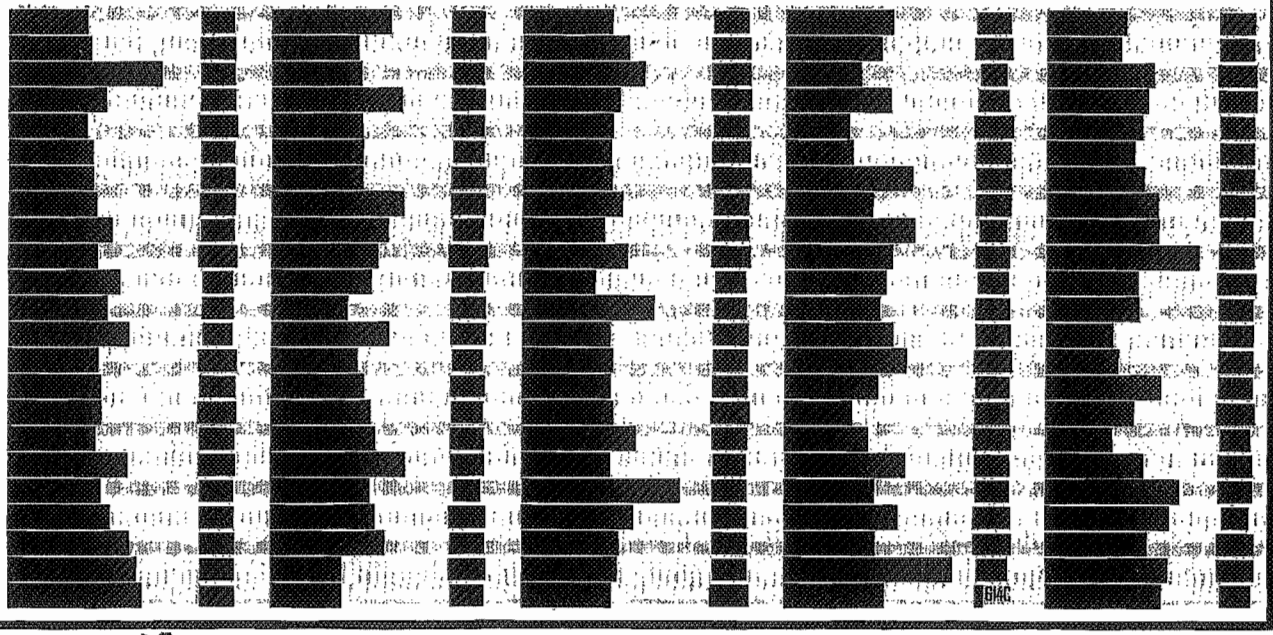
International Society of Arboriculture Arborist Certification provides an educationally challenging program designed to upgrade the knowledge and proficiency levels in the tree care profession. Having an ISA Certified Arborist oversee the project is vital for the quality and craftsmanship of proper urban tree care. Our Arborists accumulate 10 Continuing Education Units (CEUs) annually, which help to ensure that they are keeping up with the latest research and techniques. Below is a list of our ISA Certified Arborists:



*U denotes Utility Specialist designation
*M denotes Municipal designation

CERTIFIED TREE WORKERS

The purpose of the ISA Tree Worker Certification is to establish a meaningful standard of skill and work quality, to establish and measure a level of training and knowledge, and to promote safe work practices. In an effort to provide the best possible urban tree care, WCA hires, trains and assigns Certified Tree Workers for our projects. This insures that a minimum level of training and knowledge for arboriculture has been obtained and that safe work practices and overall safety will be performed. We ensure continuing education and training for those Tree Workers who may wish to gain knowledge in arboriculture or who may want to become Certified Arborists. Below is a list of our Western Chapter ISA Certified Tree Workers:



CERTIFIED URBAN FORESTER

The California Urban Forests Council's Certified Urban Forester program recognizes, encourages, and enhances the education, experience and professional status of urban forestry professionals, while providing agencies, organizations, and companies that utilize their services a benchmark for identifying qualified professionals. The Certified Urban Forester Program grants certification to individuals who meet both educational and professional prerequisites and have compiled with the requirements, including passing a required certification examination.

[redacted]

CERTIFIED TREE CARE SAFETY PROFESSIONAL

The Tree Care Industry Association (TCIA) accredits tree companies, develops safety and education programs, establishes standards of tree care practice and provides management information for arboricultural firms around the world. Our purpose for having Certified Tree Care Safety Professionals (CTSP) is to improve worker safety by empowering and encouraging the development of a culture of safety. Currently, WCA has the greatest number of CTSP's in the state of California:

[redacted]

UTILITY LINE CLEARANCE TREE WORKERS

The State's Occupational Safety and Health Administration (Cal/OSHA) requires employers of line clearance tree trimmers and aerial lift operators to ensure that their workers have received specific training in accordance with the American National Standard's Institute Z133.2 guidelines. We have an extensive training program that aids in the continued development of our 60 Utility Line Clearance Tree Workers. A listing of names can be provided upon request.

PEST CONTROL APPLICATOR

California Agriculture Production Consultants Association (CAPCA) is a professional association that promotes and educates the licensed Pest Control Applicator (PCA), thereby fostering the highest quality pest management standards while recognizing our responsibility to the public, our employees, and the environment.

[redacted]

ATSSA CERTIFIED TRAFFIC CONTROL

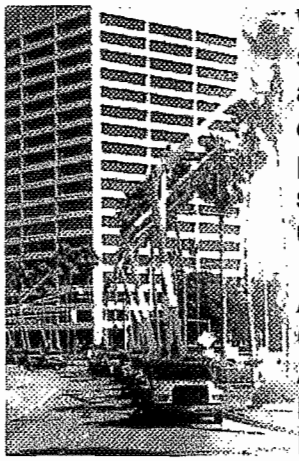
The American Traffic Safety Services Association (ATSSA) provides quality roadway safety education and training. Their progressive and innovative approach to training and education has made them the state-recognized leader in traffic control safety. The following employees hold designated certifications:

[redacted]

CURRENT CONTRACT WORK 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 City's entire urban forest.

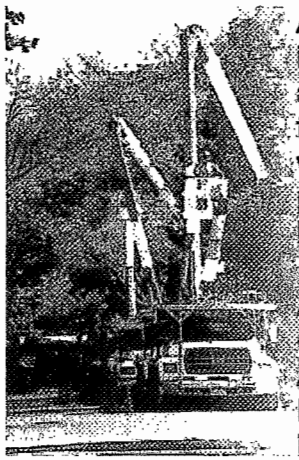
City of Newport Beach — Since 1993



WCA provides complete tree maintenance services. After an in depth study of the City's General Services Department, the City reviewed and agreed to seek out cost saving measures while maintaining an expected level of service to the community. Under this contract, we prune approximately 8,000 trees annually and perform other various services including but not limited to removals, planting and emergency urban forestry services.

Annual Budget: $1,000,000
Contact: [redacted]
Address: 592 Superior Ave., Newport Beach, CA 92663
Phone: [redacted]
Email: [redacted]

City of Fullerton — Since 1998



As part of the tree care service, WCA updates the City's own tree inventory. As part of this program, we collect and provide to the City an automated record of the work completed and submit it to the City for updates. Together, we are able to prune trees more efficiently, while the City is able to maintain accurate work records and monitor predictable tree trimming schedules and guarantee the residents and businesses top quality tree care.

Annual Budget: $900,000
Contact: [redacted]
Address: 116 S. Basque Ave., Fullerton, CA 92633
Phone: [redacted]
Email: [redacted]

City of Huntington Beach — Since 1995

We provide complete urban forestry management for the more than 60,000 trees, including tree pruning, removals, planting, and emergency services. In an effort to maintain a sustainable urban forest, we also provide inventory updates to the City's own inventory database. We have performed successfully in the City for four years.

Annual Budget: $985,000
Contact: [redacted]
Address: P.O. Box 190, Huntington Beach, CA 92648
Phone: [redacted]
Email: [redacted]

QUALIFICATIONS

City of Anaheim

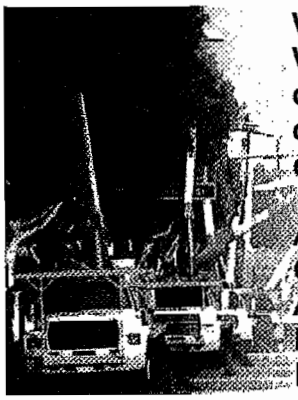
Since 2007

The City of Anaheim maintains their large tree population of 102,014 by utilizing the Call Management feature on ArborAccess, our inventory and management system. Since they began utilizing this feature there has been 12,329 records input into the system. These records are based on resident inquiries. During the 08/09 fiscal year 12,329 call records were input alone.

Annual Budget: $1,500,000
Contact: [redacted]
Address: 1426 East Vermont, Anaheim, CA 92805
Phone: [redacted]
Email: [redacted]

City of Tustin

Since 1993



WCA has operated in the City of Tustin since 1993. The City and WCA has formed a successful corporate partnership. We provide complete urban forestry management for more than 15,000 City-owned trees, including tree pruning, removals, planting, and emergency services.

Annual Budget: $390,000
Contact: [redacted]
Address: 300 Centennial Way, Tustin, CA 92780
Phone: [redacted]
Email: [redacted]

State Of California

Consumer Affairs

CONTRACTORS STATE LICENSE BOARD
ACTIVE LICENSE

License Number **366764** Entity CORP

Business Name WEST COAST ARBORISTS INC

Classification(s) C61/D49 C27

Expiration Date 12/31/2012 www.cslb.ca.gov

LICENSE & INSURANCE

LICENSE & INSURANCE

Certificate of Insurance

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

This is to Certify that

WEST COAST ARBORISTS, INC

2200 EAST VIA BURTON

ANAHEIM CA 92806

NAME AND ADDRESS OF INSURED

Liberty Mutual

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

TYPE OF POLICY	EXP DATE ☐ CONTINUOUS ☐ EXTENDED ☑ POLICY TERM	POLICY NUMBER	LIMIT OF LIABILITY	
WORKERS COMPENSATION STATUTORY	7/1/2012	WA2-66D-039499-071	COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: CA	**EMPLOYERS LIABILITY** Bodily Injury by Accident $1,000,000 Each Accident Bodily Injury By Disease $1,000,000 Policy Limit Bodily Injury By Disease $1,000,000 Each Person
COMMERCIAL GENERAL LIABILITY ☑ OCCURRENCE ☐ CLAIMS MADE	7/1/2012 RETRO DATE	TB2-661-039499-011	General Aggregate $2,000,000 Products / Completed Operations Aggregate $2,000,000 Each Occurrence $1,000,000 Personal & Advertising Injury $1,000,000 Per Person / Organization Other FIRE DAMAGES $100,000	Other MEDICAL PAYMENTS $5,000
AUTOMOBILE LIABILITY ☑ OWNED ☑ NON-OWNED ☑ HIRED	7/1/2012	AS7-661-039499-031	$1,000,000 Each Accident---Single Limit B.I. And P.D. Combined Each Person Each Accident or Occurrence Each Accident or Occurrence	
OTHER Umbrella Excess Liability	7/1/2011 7/1/2012	TH7-661-039499-041	$5,000,000 PER OCCURRENCE/AGGREGATE	

ADDITIONAL COMMENTS

See Addendum Attached.

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

Liberty Mutual Insurance Group

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

Certificate Holder

City of Costa Mesa
First Floor
Finance Dept, Purchasing Rm 100

77 Fair Dr
Costa Mesa CA 92626

Elaine Ulan

Elaine Ulan
AUTHORIZED REPRESENTATIVE

Los Angeles / 0603
818 W 7th Street, Suite 850
Los Angeles CA 90017
OFFICE

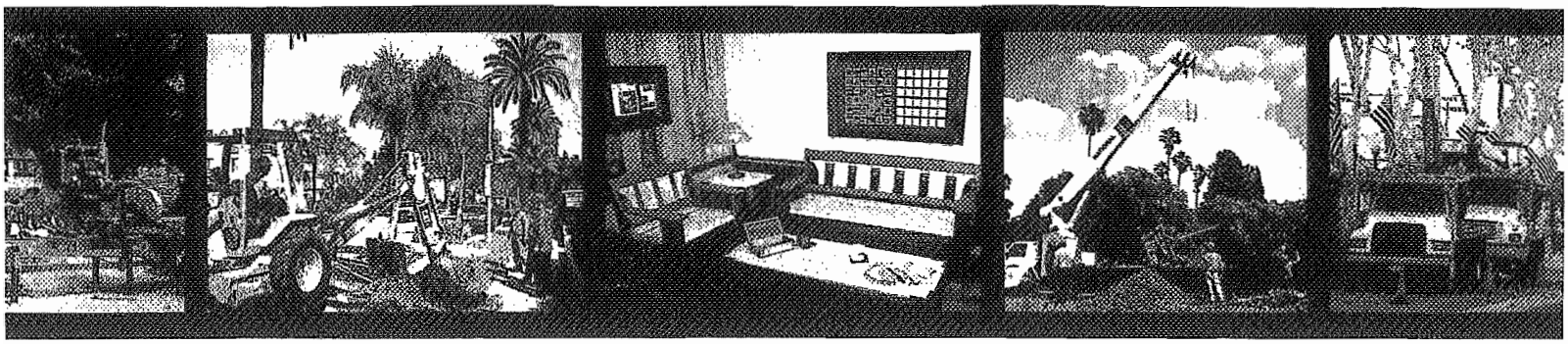
0564408
213-624-1171
PHONE

6/15/2011
DATE ISSUED

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

LDI COI 268896 02 11

WCA



OFFICE LOCATIONS

SAN JOSE
390 Martin Ave.
Santa Clara, CA 95050

SAN DIEGO
8524 Commerce Avenue, Suite B
San Diego, CA 92121

FRESNO
5424 N. Barcus Street
Fresno, CA 93722

ANAHEIM
(CORPORATE HEADQUARTERS)
2200 E. Via Burton
Anaheim, CA 92806

STOCKTON
436 W. Scotts Avenue
Stockton, CA 95203

RIVERSIDE
21718 Walnut Ave.
Grand Terrace, CA 92313

VENTURA
11405 Nardo Street
Ventura, CA 93004

Tree Care Professionals Serving Communities Who Care About Trees

EXHIBIT B

CONSULTANT'S COST SCHEDULE

COST PROPOSAL:

The undersigned proposes to furnish all materials, supplies, equipment and/or services set forth herein, subject to all conditions outlined in the RFP, at prices indicated below:

Hardwood Tree Trimming:	Unit Price in Figures
Full prune Hardwood tree	
0" - 6" Diameter Standard Height	$ 38.00
7" - 12" Diameter Standard Height	$ 58.00
13" - 18" Diameter Standard Height	$ 58.00
19" - 24" Diameter Standard Height	$ 58.00
25" - 30" Diameter Standard Height	$ 98.00
31" - 36" Diameter Standard Height	$ 98.00
36"+ Diameter Standard Height	$ 98.00
Crown restoration/ Crown Reduction (any size)	$ 148.00
Crown Raise/Clearance Prune Hardwood tree	
0" - 6" Diameter Standard Height	$ 28.00
7" - 12" Diameter Standard Height	$ 38.00
13" - 18" Diameter Standard Height	$ 38.00
19" - 24" Diameter Standard Height	$ 38.00
25" - 30" Diameter Standard Height	$ 58.00
31" - 36" Diameter Standard Height	$ 58.00
36"+ Diameter Standard Height	$ 58.00
Grid Prune (no more than 15% foliage removed)	$ 46.00
Palm Tree Trimming:	
Prune Date Palm (Phoenix spp.)	$ 98.00
Clean Trunk for Date Palm (Phoenix spp.)	$ 190.00
Prune Fan Palm (Washingtonia spp.)	$ 48.00
Clean Trunk for Fan Palm (Washingtonia spp.)	$ 190.00
Prune all other Palm Species	$ 48.00

Root Pruning: Annual total estimated cost includes the cost for all labor, materials, permits, special equipment, licenses, hauling and disposal fees necessary to complete the contract requirements. Root pruning and installation shall be done on an "as needed" basis per Department's requirement.

Grid Pruning Designated districts are to be pruned in their entirety. This includes all small, medium, large hardwood trees and annual Palm tree pruning. Tree pruning will include crown cleaning, raising, and slight thinning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards (Best Management Practices), and the ANSI A300 Standards. Special projects that are difficult to access, that require the need for specialty equipment (i.e. 95-foot tower, crane, etc.) or pruning for aesthetics, crown reduction or crown restoration will fall under Crew Rental.

A) Root Pruning and installation of 12 inch root barrier:

$ 7.00 per lineal foot

B) Root Pruning and installation of 18 inch root barrier:

$ 15.00 per lineal foot

C) Root Pruning and installation of Biobarrier Product
depth will vary from 12" to 30" and could include
horizontal applications.

$ 20.00 per lineal foot

Annual total estimated cost (A Total + B Total + C + Total) $ 55.00

General Labor Rates

Hourly rate for 1 Groundperson	$ 50.00
Hourly rate for 1 Equipment Operator	$ 50.00
Hourly rate for 1 Trimmer	$ 50.00

Day Rate Service Crew:

Boom truck per eight (8) hour day to include a chip body, low decibel chipper, 1 trimmer, 2 ground persons	$ 1,200.00

Tree Removal:

Tree and Stump removal per inch trunk Diameter at Standard Height (DSH)

		Removal Cost (*Milled Urban Lumber*)	Removal Cost (*Standard Removal*)
0" - 6"	DSH	$ 20.00	$ 15.00
7" - 12"	DSH	$ 20.00	$ 15.00
13" - 18"	DSH	$ 35.00	$ 20.00
19" - 24"	DSH	$ 35.00	$ 20.00
25" - 30"	DSH	$ 35.00	$ 20.00

31" - 36"	DSH	$ 35.00	$ 20.00
Over 36"	DSH	$ 35.00	$ 20.00

Stump grinding per stump diameter inch at grade	$ 8.00

Tree Planting (Unit *Cost shall include tree + planting + double staked with 2" lodge poles*)	
15 Gallon (*tree + planting + double staked with 2" lodge poles*)	$ 100.00
24 inch Box (*tree + planting + double staked with 2" lodge poles*)	$ 225.00
36 inch Box (*tree + planting + double staked with 3" lodge poles*)	$ 750.00
48 inch Box (*tree + planting + double staked with 3" lodge poles*)	$ 1,500.00
Fan Palm per foot BTH (brown trunk height)	$ 150.00
Fan Palm 10-30 feet BTH (each)	$ 2,500.00

Tree Watering:	
Watering of young trees, water truck/operator-per day	$ 475.00
Fully equipped 3 person crew called in for non-emergency service (Crew Rental/ Service Request):	$ 150.00
Emergency Services:	
Fully equipped 3 person crew called in for emergency service:	
During normal business hours	$ 150.00
After hours, weekends &/or holidays	$ 240.00
ISA Certified Arborist – per hour	$ 120.00

COOPERATIVE PURCHASING

It is intended that any other public agency (e.g., city, county district, public authority, public agency, municipality, and other political subdivision or public corporation) shall have the option to participate in any award made as a result of this solicitation at the same prices. The City shall incur no financial responsibility in connection with any purchase by another public agency. The public agency shall accept sole responsibility for placing orders and making payments to the vendor.

TERM

The CITY, at its option and with CONTRACTOR concurrence, may renew this contract for additional 3-year periods, in one year increments, on the same terms and conditions as provided herein. This option may be exercised only if the CONTRACTOR demonstrates superior performance in the provision of tree maintenance services during the prior five year contract term, assuming all of the annual renewal options were awarded.

EXHIBIT C

PROJECT SCHEDULE

PROJECT SCHEDULE

City of Costa Mesa
4 Year Tree Maintenance Schedule

Grid Tree Trimming				2012-1013		2013-2014		2014-2015		2015-1016	
DISTRICT	TOTAL TREES	PALMS	TOTAL W/O PALMS	DISTRICT TRIMMING	PALM TRIMMING	DISTRICT TRIMMING	PALM TRIMMING	DISTRICT TRIMMING	PALM TRIMMING	DISTRICT TRIMMING	PALM TRIMMING
1	107	0	107	107	0		0		0		0
2	963	24	939	939	24		24		24		24
3	549	12	537	537	12		12		12		12
4	624	40	584	584	40		40		40		40
5	755	58	697	697	58		58		58		58
6	1,004	84	920	920	84		84		84		84
7	976	167	809	809	167		167		167		167
8	461	19	442	442	19		19		19		19
9	209	13	196	196	13		13		13		13
10	202	3	199	101	3	98	3		3		3
11	824	24	800		24	800	24		24		24
12	867	26	841		26	841	26		26		26
13	415	30	385		30	385	30		30		30
14	1,824	64	1,760		64	1,760	64		64		64
15	2,057	60	1,997		60	1,416	60	549	60		60
16	1,619	74	1,545		74		74	1,545	74		74
17	296	27	269		27		27	269	27		27
18	785	48	737		48		48	737	48		48
19	689	32	657		32		32	657	32		32
20	271	23	248		23		23	248	23		23
21	2,371	87	2,284		87		87	1,327	87	957	87
22	757	131	626		131		131		131	626	131
23	328	17	311		17		17		17	311	17
24	926	107	819		107		107		107	819	107
25	589	145	444		145		145		145	444	145
26	682	119	563		119		119		119	563	119
27	935	124	811		124		124		124	811	124
28	361	38	323		38		38		38	323	38
29	445	39	406		39		39		39	406	39
30	72	0	72		0		0		0	72	0
	22,963	1,635	21,328	5,332	1,635	5,332	1,635	5,332	1,635	5,332	1,635
TOTAL ANNUAL TRIMS					6,967		6,967		6,967		6,967

Additional Services	QTY		QTY		QTY		QTY
Service Requests	100		100		100		100
Hourly Crew Rental	300		300		300		300
Tree and Stump Removal	75		75		75		75
Stump Only Removal	50		50		50		50
Root Pruning	50		50		50		50
Root Shaving	50		50		50		50
Tree Planting	75		75		75		75
Special Equipment Rental	10		10		10		10
Tree Watering	50		50		50		50

TASKS REQUIRED BY CITY STAFF

WCA believes in a joint effort in the care of the City's Urban Forest. A "team-effort" involving City staff, field workers, project managers and supervisors will enhance the success of the tree maintenance program. As the potential vendor for the City's tree contract, we request the following from City staff:

- Assign work through ArborAccess which will help manage the work assigned and reduce unneeded paperwork
- Appropriately mark trees scheduled for removal or planting
- Review and approve submitted invoices in a timely manner
- Assist with resident concerns
- Coordinate work assignments for field crews
- Evaluate trees recommended for removal or inspection
- Maintain open line of communication with field crews and supervisors

EXHIBIT D

CITY COUNCIL POLICY 100-5

SUBJECT	POLICY NUMBER	EFFECTIVE DATE	PAGE
DRUG-FREE WORKPLACE	100-5	8-8-89	1 of 3

BACKGROUND

Under the Federal Drug-Free Workplace Act of 1988, passed as part of omnibus drug legislation enacted November 18, 1988, contractors and grantees of Federal funds must certify that they will provide drug-free workplaces. At the present time, the City of Costa Mesa, as a sub-grantee of Federal funds under a variety of programs, is required to abide by this Act. The City Council has expressed its support of the national effort to eradicate drug abuse through the creation of a Substance Abuse Committee, institution of a City-wide D.A.R.E. program in all local schools and other activities in support of a drug-free community. This policy is intended to extend that effort to contractors and grantees of the City of Costa Mesa in the elimination of dangerous drugs in the workplace.

PURPOSE

It is the purpose of this Policy to:

1. Clearly state the City of Costa Mesa's commitment to a drug-free society.

2. Set forth guidelines to ensure that public, private, and nonprofit organizations receiving funds from the City of Costa Mesa share the commitment to a drug-free workplace.

POLICY

The City Manager, under direction by the City Council, shall take the necessary steps to see that the following provisions are included in all contracts and agreements entered into by the City of Costa Mesa involving the disbursement of funds.

1. Contractor or Sub-grantee hereby certifies that it will provide a drug-free workplace by:

    a. Publishing a statement notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in Contractor's and/or sub-grantee's workplace, specifically the job site or location included in this contract, and specifying the actions that will be taken against the employees for violation of such prohibition;

    b. Establishing a Drug-Free Awareness Program to inform employees about:

        1. The dangers of drug abuse in the workplace;

2. Contractor's and/or sub-grantee's policy of maintaining a drug-free workplace;

3. Any available drug counseling, rehabilitation and employee assistance programs; and

4. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace;

c. Making it a requirement that each employee to be engaged in the performance of the contract be given a copy of the statement required by subparagraph A;

d. Notifying the employee in the statement required by subparagraph 1 A that, as a condition of employment under the contract, the employee will:

1. Abide by the terms of the statement; and

2. Notify the employer of any criminal drug statute conviction for a violation occurring in the workplace no later than five (5) days after such conviction;

e. Notifying the City of Costa Mesa within ten (10) days after receiving notice under subparagraph 1 D 2 from an employee or otherwise receiving the actual notice of such conviction;

f. Taking one of the following actions within thirty (30) days of receiving notice under subparagraph 1 D 2 with respect to an employee who is so convicted:

1. Taking appropriate personnel action against such an employee, up to and including termination; or

2. Requiring such employee to participate satisfactorily in a drug abuse assistance or rehabilitation program approved for such purposes by a Federal, State, or local health agency, law enforcement, or other appropriate agency;

3. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

g. Making a good faith effort to maintain a drug-free workplace through implementation of subparagraphs 1 A through 1 F, inclusive.

2. Contractor and/or sub-grantee shall be deemed to be in violation of this Policy if the City of Costa Mesa determines that:

   a. Contractor and/or sub-grantee has made a false certification under paragraph 1 above;

   b. Contractor and/or sub-grantee has violated the certification by failing to carry out the requirements of subparagraphs 1 A through 1 G above;

   c. Such number of employees of Contractor and/or sub-grantee have been convicted of violations of criminal drug statutes for violations occurring in the workplace as to indicate that the contractor and/or sub-grantee has failed to make a good faith effort to provide a drug-free workplace.

3. Should any contractor and/or sub-grantee be deemed to be in violation of this Policy pursuant to the provisions of 2 A, B, and C, a suspension, termination or debarment proceeding subject to applicable Federal, State, and local laws shall be conducted. Upon issuance of any final decision under this section requiring debarment of a contractor and/or sub-grantee, the contractor and/or sub-grantee shall be ineligible for award of any contract, agreement or grant from the City of Costa Mesa for a period specified in the decision, not to exceed five (5) years. Upon issuance of any final decision recommending against debarment of the contractor and/or sub-grantee, the contractor and/or sub-grantee shall be eligible for compensation as provided by law.

EXHIBIT E

CERTIFICATES OF INSURANCE