

Meeting

of the



ROSSMOOR COMMUNITY SERVICES DISTRICT
ORGANIZATIONAL COMMITTEE

Wednesday

June 2, 2021

10:00 a.m.

Agenda Packet

AGENDA
ROSSMOOR COMMUNITY SERVICES DISTRICT
ORGANIZATIONAL AD HOC COMMITTEE

RUSH PARK
Auditorium
3001 Blume Drive
Rossmoor, California

Please be advised that all persons wishing to attend this meeting may do so in person or via FREE CONFERENCE CALL.COM Dial-in number (US): (425) 436-6383. Access code: 226260# International dial-in numbers: <https://fccdl.in/i/ldearing>

Wednesday, June 2, 2021
10:00 a.m.

A. ORGANIZATION

1. CALL TO ORDER: 10:00 a.m.
2. ROLL CALL: Directors DeMarco, Rips
3. PLEDGE OF ALLEGIANCE
4. PRESENTATIONS-None

B. PUBLIC FORUM

Any person may address the members of the Organizational Committee at this time upon any subject within the jurisdiction of the Organizational Committee of the Rossmoor Community Services District.

C. REGULAR CALENDAR

1. RENEWAL OF PROFESSIONAL SERVICES CONTRACT WITH WEST COAST ARBORIST, INC. FOR TREE SERVICES IN ROSSMOOR
2. DISCUSSION WITH GENERAL MANAGER REGARDING PLANNING STRATEGIES FOR COORDINATION OF CONTRACT RENEWAL CALENDAR AND CORRESPONDING ORGANIZATIONAL AD HOC COMMITTEE MEETING SCHEDULE

D. ADJOURNMENT

CERTIFICATION OF POSTING

I hereby certify that the attached Agenda for the October 30, 2018, 9:00 a.m. Organizational Committee Meeting of the Rossmoor Community Services District was posted at least 24 hours prior to the time of the meeting.

ATTEST:

Elizabeth Deering for

Joe Mendoza
General Manger

Date May 27, 2021

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-1

Date: June 2, 2021

To: Organizational Ad Hoc Committee
Director Jeffrey Rips
Director Tony DeMarco

From: General Manager Joe Mendoza
Initiated by District Arborist Mary Kingman

Subject: RENEWAL OF PROFESSIONAL SERVICES CONTRACT WITH WEST COAST ARBORIST, INC. FOR TREE SERVICES IN ROSSMOOR

RECOMMENDATION

It is recommended that the Rossmoor Community Services District (RCSD) Organizational Ad Hoc Committee review the request for renewal of a new three-year contract with West Coast Arborist, Inc. (WCA) for tree services in Rossmoor, effective July 1, 2021 for a term of two years ending on June 30, 2023, with the option to extend by mutual written agreement of the District and WCA for a maximum of three one-year contract extensions; and make their recommendation to the RCSD Board of Directors.

BACKGROUND

For the past 18 years, West Coast Arborist, Inc. (WCA) has proven to be a reliable contractor, providing RCSD with outstanding customer service and special attention. Pruning, planting and tree removal work is properly performed following guidelines set forth from the International Society of Arboriculture (ISA) and standards set forth by the American National Standards Institute (ANSI). The online inventory system and application provided by WCA has proved to be an invaluable tool for maintaining the urban forest of Rossmoor. The existing contract with WCA is scheduled to expire on June 30, 2021. RCSD staff has carefully reviewed recently awarded contracts from cities of similar size for price and work comparison and it was determined that the best option would be to 'piggy-back' on the pricing and contract for the City of Los Alamitos. Cooperative Purchasing, based on a recent

competitive procurement process by another local city, is also known as 'piggy-backing' and is allowed by the California Public Contract Code.

The District opened the bid process to Bright View Tree Care Services, Inc. That company declined to participate in the bidding process citing liability and insurance issues related to the numerous overhead utility lines within the District.

WCA is requesting a two-year contract for tree services in Rossmoor, effective July 1, 2021 through June 30, 2023, with the option to extend by mutual written agreement of the District and WCA for a maximum of three (3) one-year contract extensions. Any cost adjustment will be subject to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region for the previous 12 months (March-March period) beginning July 1, 2023. Any cost adjustment shall not exceed 3.0%. Tree services include: yearly grid trimming, supplemental trimming as needed, tree planting, tree health care as needed and emergency services and/or removals for trees in Rossmoor parks.

FISCAL IMPACT

The current FY 2020-2021 budget for DEPARTMENT 80 PARKWAY TREES is \$166,550.00 for contract services. The proposed contract with WCA for the FY 2021-22 is \$170,000.00 representing a \$3,450 increase of 2.07%.

ATTACHMENTS

1. WCA Contract and Pricing Schedule
2. Decline to bid letter from Bright View Tree Services, Inc.



Tree Care Professionals Serving Communities Who Care About Trees

www.WCAINC.com

April 22, 2021

Rossmoor Community Services District
ATTN: Mary Kingman, District Arborist
3001 Blume Drive
Rossmoor, CA 90720

RE: Tree Maintenance Services Agreement

Dear Ms. Kingman,

Over the past several years, West Coast Arborists, Inc. (WCA) and Rossmoor CSD have forged a very productive and cohesive working relationship. Today our common goal remains the same; to preserve the integrity and health of the District's urban forest.

As we near the end of our current contract term on June 30, 2021, we would like to propose a new tree maintenance services contract under a "piggyback" approach on the City of Los Alamitos' current contract. The City of Los Alamitos entered into an agreement with our firm on June 15, 2020.

The rates found under Los Alamitos' contract are competitive among the industry, particularly with grid tree pruning, tree removal, and tree planting. We agree to offer the same unit prices, terms and conditions as Los Alamitos' current contract.

For the new contract we can agree to hold the rates the same for a term of two (2) years ending on June 30, 2023, with the option to extend by mutual written agreement of the District and WCA for a maximum of three (3) one-year contract extensions. Any cost adjustment will be subject to the Consumer Price Index for the Los Angeles-Long Beach-Anaheim region for the previous 12 months (March-March period) beginning July 1, 2023. Any cost adjustment shall not exceed 3.0%.

Attached to this letter are copies of Los Alamitos' RFP, Council Agenda Report and Price Schedule. Please note that Los Alamitos' Agreement contains a Cooperative Purchasing Provision that allows other agencies to piggyback.

We look forward to continuing the strong relationship built between us, and to maintaining quality urban tree care service. Should you have any questions or require additional information, please contact me at (800) 521-3714.

Sincerely,

Victor M. Gonzalez
Vice President, Business Development

ROSSMOOR COMMUNITY SERVICES DISTRICT
CONTRACT TREE TRIMMING SERVICES AGREEMENT

This CONTRACT TREE TRIMMING SERVICES AGREEMENT (“Agreement”), is made and entered into this 11th day of June 2018, by and between the ROSSMOOR COMMUNITY SERVICES DISTRICT, a California Community Services District (herein “District”) and WEST COAST ARBORISTS, INC. (herein “Contractor”). The parties hereto agree as follows:

RECITALS

WHEREAS, District and Contractor previously entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective May 13, 1998 and that certain RESTATED ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT dated July 1, 2001 (“2001 Agreement”). In addition, the parties subsequently entered into three (3) amendments to the 2001 Agreement in order to provide for extended terms and to set forth amendments in regard to Services of Contractor and Compensation Pursuant to the Third Amendment to Restated Rossmoor Community Services District Contract Tree Trimming Services Agreement, dated July 1, 2008, the Extended Term expired on June 30, 2009; and

WHEREAS, District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2009 (“2009 Agreement”) the term of which was effective for three (3) consecutive calendar years from and after July 1, 2009; and

WHEREAS, the District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2012 (“2012 Agreement”) the term of which was effective for three (3) consecutive calendar years from and after July 1, 2012; and

WHEREAS, the District and Contractor then entered into that certain ROSSMOOR COMMUNITY SERVICES DISTRICT CONTRACT TREE TRIMMING SERVICES AGREEMENT, effective July 1, 2015 (“2015 Agreement”) the term of which was effective for three (3) consecutive calendar years from and after July 1, 2015; and

WHEREAS, the parties desire to enter into this Agreement in order to set forth a new contract for tree trimming services which will supersede and replace any and all existing contractual arrangements and agreements.

NOW, THEREFORE, in consideration of the mutual covenants contained herein, and based upon the recitals set forth hereinabove, the parties to this Agreement hereby agree as follows:

AGREEMENT

1.0 SERVICES OF CONTRACTOR

1.1 Scope of Services. In compliance with all terms and conditions of this Agreement, the Contractor shall provide those services specified in the "Scope of Services" attached hereto as Exhibit "A" and incorporated herein by this reference, which services may be referred to herein as the "services" or "work" hereunder. As a material inducement to the District entering into this Agreement, Contractor represents and warrants that Contractor is a provider of first class work and services and Contractor is experienced in performing the work and services contemplated herein and, in light of such status and experience, Contractor covenants that it shall follow the highest professional standards in performing the work and services required hereunder and that all materials shall be of good quality, fit for the purpose intended. For purposes of this Agreement, the phrase "highest professional standards" shall mean those standards of practice recognized by one or more first-class firms performing similar work under similar circumstances.

1.2 Compliance with Law. All services rendered hereunder shall be provided in accordance with all ordinances, resolutions, statutes, rules, and regulations of the District and any Federal, State or local governmental agency having jurisdiction in effect at the time service is rendered. Each and every provision required by law to be included in this Agreement shall be deemed to be included, and this Agreement shall be read and enforced as though they were included.

1.3 Licenses, Permits, Fees and Assessments. Contractor shall obtain at its sole cost and expense such licenses, permits and approvals as may be required by law for the performance of the services required by this Agreement. Contractor shall have the sole obligation to pay for any fees, assessments and taxes, plus applicable penalties and interests, which may be imposed by law and arise from or are necessary for the Contractor's performance of the services required by this Agreement, and shall indemnify, defend and hold harmless District against any such fees, assessments, taxes, penalties or interest levied, assessed or imposed against District hereunder.

1.4 Familiarity with Work. By executing this Agreement, Contractor warrants that Contractor (a) has thoroughly investigated and considered the scope of services to be performed, (b) has carefully considered how the services should be performed, and (c) fully understands the facilities, difficulties and restrictions attending performance of the services under this Agreement. If the services involved work upon any site, Contractor warrants that Contractor has or will investigate the site and is or will be fully acquainted with the conditions there existing, prior to commencement of services hereunder. Should the Contractor discover any latent or unknown conditions, which shall or will materially affect the performance of the services hereunder, Contractor shall immediately inform the District of such fact and shall not proceed except at Contractor's risk until written instructions are received from the Contract Officer.

1.5 Care of Work. The Contractor shall adopt reasonable methods during the life of the Agreement to furnish continuous protection to the work, and the equipment, materials, papers, documents, plans, studies and/or other components thereof to prevent losses or damages, and shall be responsible for all such damages, to persons or property, until acceptance of the work by District, except such losses or damages as may be caused by District's own negligence.

1.6 Further Responsibilities of Parties. Both parties agree to use reasonable care and diligence to perform their respective obligations under this Agreement. Both parties agree to act in good faith to execute all instruments, prepare all documents and take all actions as may

be reasonably necessary to carry out the purposes of this Agreement. Unless hereafter specified, neither party shall be responsible for the service of the other.

1.7 Additional Services. District shall have the right at any time during the performance of the services, without invalidating this Agreement, to order extra work beyond that specified in the Scope of Services or make changes by altering, adding to or deducting from said work. No such extra work may be undertaken unless a written order is first given by the Contract Officer to the Contractor, incorporating therein any adjustment in (i) the Contract Sum, and or (ii) the time to perform this Agreement, which said adjustments are subject to the written approval of the Contractor. Contractor shall not perform, nor be compensated for, additional services with written authorization from the Contract Officer. It is expressly understood by Contractor that the provisions of this Section shall not apply to services specifically set forth in the Scope of Services or reasonably contemplated therein. Contractor hereby acknowledges that it accepts the risk that the services to be provided pursuant to the Scope of Services may be more costly or time consuming than Contractor anticipates and that Contractor shall not be entitled to additional compensation therefor.

2.0 COMPENSATION

2.1 Contract Sum. For the services rendered pursuant to this Agreement, the Contractor shall be compensated in accordance with the "Schedule of Compensation" attached hereto as Exhibit "B" and incorporated herein by this reference, but not exceeding the maximum Unit Prices (herein "Contract Sum").

2.2 CPI Adjustment. The Contract Sum shall be adjusted annually on July 1 of each year, beginning as of July 1, 2020, for cost of living shown by the U.S. Department of Labor in its All Urban Consumers Index as set forth for the Los Angeles-Anaheim-Riverside area.

2.3 Method of Compensation. The method of compensation may include: (i) a lump sum payment upon completion, (ii) payment in accordance with the percentage of completion of the services, (iii) payment for time and materials based upon the Contractor's rates as specified in Schedule of Compensation, but not exceeding the Contract Sum or (iv) such other methods as may be specified in the Schedule of Compensation. Compensation may include reimbursement for actual and necessary expenditure for reproduction costs, telephone expense, transportation expense approved by the Contract Officer in advance, and no other expenses and only if specified in the Schedule of Compensation. The Contract Sum shall include the attendance of Contractor at all project meetings and District Board meetings reasonably deemed necessary by the District; Contractor shall not be entitled to any additional compensation for attending said meetings.

2.4 Method of Payment. Unless some other method of payment is specified in the Schedule of Compensation, in any month in which Contractor wishes to receive payment, no later than the first (1st) working day of such month, Contractor shall submit to the District in the form approved by the District's General Manager, an invoice for services rendered prior to the date of the invoice. Except as provided in Section 7.3, District shall pay Contractor for all expenses stated thereon which are approved by District pursuant to this Agreement no later than the last working day of the month, subject to such extensions as may be necessary to obtain any required approvals for payment from the District Board.

3.0 PERFORMANCE SCHEDULE

3.1 Time of Essence. Time is of the essence in the performance of this Agreement.

3.2 Schedule of Performance. Contractor shall perform all services as directed by the District and as otherwise provided for in this Agreement and the Scope of Services.

3.3 Force Majeure. The time period(s) specified in the Schedule of Performance for performance of the services rendered pursuant to this Agreement shall be extended because of any delays due to unforeseeable causes beyond the control and without the fault or negligence of the Contractor, including, but not restricted to, acts of God or of the public enemy, unusually severe weather, fires, earthquakes, floods, epidemics, quarantine restrictions, riots, strikes, freight embargoes, wars, litigation, and/or acts of any governmental agency, including the District, if the Contractor shall within ten (10) days of the commencement of such delay notify the Contract Officer in writing of the causes of the delay. The Contract officer shall ascertain the facts and the extent of delay, and extend the time for performing the services for the period of the enforced delay when and if in the judgment of the Contract Officer such delay is justified. The Contract Officer's determination shall be final and conclusive upon the parties to the Agreement. In no event shall Contractor be entitled to recover damages against the District for any delay in the performance of this Agreement, however caused, Contractor's sole remedy being extension of the Agreement pursuant to this Section.

3.4 Term. Unless early termination in accordance with Section 7 of this Agreement, this Agreement shall continue in force and effect for three (3) consecutive calendar years from and after July 1, 2018. 4.0 COORDINATION OF WORK

4.1 Representative of Contractor. The following principals of Contractor are hereby designated as being principals and representatives of Contractor authorized to act on its behalf with respect to the work specified herein and make all decisions in connection therewith:

Patrick Mahoney, President

It is expressly understood that the experience, knowledge, capability and reputation of the foregoing principals were substantial inducement for District to enter into this Agreement. Therefore, the foregoing principals shall be responsible during the term of this Agreement for directing all activities of Contractor and devoting sufficient time to personally supervise the services hereunder. For purposes of this Agreement, the foregoing principals may not be replaced nor may their responsibilities be substantially reduced by Contractor without the express written approval of District.

4.2 Contract Officer. The Contract Officer shall be such person as may be designated by the Board of Directors of District. It shall be the Contractor's responsibility to assure that the Contract Officer is kept informed of the progress of the performance of the services and the Contractor shall refer any decisions which must be made by District to the Contract Officer. Unless otherwise specified herein, any approval of District required hereunder shall mean the approval of the Contract Officer. The Contract Officer shall have authority to sign all documents on behalf of the District required hereunder to carry out the terms of this Agreement.

4.3 Prohibition Against Subcontracting or Assignment. The experience, knowledge, capability and reputation of Contractor, its principals and employees were a substantial inducement for the District to enter into this Agreement. Therefore, Contractor shall not contract with any other entity to perform in whole or in part the services required hereunder without the express written approval of the District. In addition, neither this Agreement nor any interest herein may be transferred, assigned, conveyed, hypothecated or encumbered voluntarily or by operation of law, whether for the benefit of creditors or otherwise, without the prior written approval of District. Transfers restricted hereunder shall include the transfer to any person or group of persons acting in concert of more than twenty five percent (25%) of the present ownership and/or control of Contractor, taking all transfers into account on a cumulative basis. In the event of any such unapproved transfer, including any bankruptcy proceedings, this Agreement shall be void. No

approved transfer shall release the Contractor or any surety of Contractor of any liability hereunder without the express consent to District.

4.4 Independent Contractor. Neither the District nor any of its employees shall have any control over the manner, mode or means by which Contractor, its agents or employees, perform the services required herein, except as otherwise set forth herein. District shall have no voice in the selection, discharge, supervision or control of Contractor's employees, servants, representatives or agents, or in fixing their number, compensation or hours of service. Contractor shall perform all services required herein as an independent contractor of District and shall remain at all times as to District a wholly independent contractor with only such obligations as are consistent with that role. Contractor shall not at any time or in any manner represent that it or any of its agents or employees are agents or employees of District. District shall not in any way or for any purpose become or be deemed to be a partner of Contractor in its business or otherwise or a joint venture or a member of a joint enterprise with Contractor.

5.0 INSURANCE, INDEMNIFICATION AND BONDS

5.1.1 Minimum Requirements. Contractor shall, at its expense, procure and maintain for the duration of the Agreement insurance against claims for injuries to persons or damages to property which may arise from or in connection with the performance of the Agreement by the Contractor, its agents, representatives, employees or subcontractors. Such insurance shall meet at least the following minimum levels of coverage:

(A) Minimum Scope of Insurance. Coverage shall be at least as broad as the latest version of the following: (1) *General Liability*: Insurance Services Office Commercial General Liability coverage (occurrence form CG 0001); (2) *Workers' Compensation*; and (3) *Automobile Liability*: Insurance Services Office Business Auto Coverage form number CA 0001, code 1 (any auto).

(B) Minimum Limits of Insurance. Contractor shall maintain limits no less than: (1) *General Liability*: A policy of comprehensive general liability insurance written on a per occurrence basis in an amount not less than either (i) a combined single limit of \$2,000,000.00 or (ii) bodily injury limits of \$1,000,000.00 per person, \$2,000,000.00 per occurrence and \$2,000,000.00 products and completed operations and property damage limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate; (2) *Workers' Compensation Insurance*: A policy of workers' compensation insurance in such amount as will fully comply with the laws of the State of California and which shall indemnify, insure and provide legal defense for the Contractor and the District against any loss, claim, or damage arising from any injuries or occupational diseases occurring to any worker employed by or any persons retained by the Contractor in the course of carrying out the work or service contemplated in this Agreement; and (3) *Automobile Liability*: a policy of comprehensive vehicle liability insurance written on a per occurrence basis in an amount not less than either (i) bodily injury liability limits of \$1,000,000.00 per person and \$2,000,000.00 per occurrence and property damage liability limits of \$1,000,000.00 per occurrence and \$2,000,000.00 in the aggregate to cover the operation of all automobiles, trucks, street sweeping vehicles or other motorized vehicles utilized by Contractor. Said policy shall include coverage for owned, non-owned, leased and hired vehicles.

5.1.2 Insurance Provisions. All of the above policies of insurance shall be primary insurance and shall name the District, its officers, employees, volunteers and agents as additional insureds. The insurer shall waive all rights of subrogation and contribution it may have against the District, its officers, employees, volunteers and agents and their respective insurers. All of said policies of insurance shall provide that said insurance may not be amended or canceled without providing thirty (30) days prior written notice by registered mail to the District. In the event any said policies or insurance are canceled, the Contractor shall, prior to the cancellation date, submit new evidence of insurance in conformance with this Section to the General Manager. No work or Services under this Agreement shall commence until the Contractor has provided the District with Certificates of Insurance or appropriate insurance binders evidencing the above insurance coverages and said Certificates of Insurance or binders are approved by the District. The Contractor agrees that the provisions of this Section shall not be construed as limiting in any way the extent to which the Contractor may be held responsible for the payment of damages to any persons or property resulting from the Contractor's activities or the activities of any person or persons for which the Contractor is otherwise responsible. The insurance required by this Agreement shall be satisfactory only if issued by companies qualified to do business in California, rated "A" or better in the most recent edition of Best Rating Guide, The Key Rating Guide or in the Federal Register, and only if they are of a financial category Class VII or better, unless such requirements are waived by the General Manager of the District due to unique circumstances.

5.2. Indemnification. Contractor agrees to defend, with counsel acceptable to District, indemnify, and hold free and harmless District, its elected officials, officers, agents and employees, at Contractor's sole expense, from and against any and all claims, actions, suits or other legal proceedings brought against District, its elected officials, officers, agents and employees arising out of the performance of Contractor, its employees, and/or authorized subcontractors, of the work undertaken pursuant to this Agreement. The defense obligation provided for hereunder shall apply without any advance showing of negligence or wrongdoing by Contractor, its employees, and/or authorized subcontractors, but shall be required whenever any claim, action, complaint, or suit asserts as its basis the negligence, errors, omissions or misconduct of Contractor, its employees, and/or authorized subcontractors, and/or whenever any claim, action, complaint or suit asserts liability against District, its elected officials, officers, agents and employees based upon the work performed by Contractor, its employees, and/or authorized subcontractors under this Agreement, whether or not Contractor, its employees, and/or authorized subcontractors are specifically named or otherwise asserted to be liable. Notwithstanding the foregoing, Contractor shall not be liable for the defense or indemnification of District for claims, actions, complaints or suits arising out of the sole active negligence or willful misconduct of District. This provision shall supersede and replace all other indemnity provisions contained either in the District's specifications or Contractor's proposal, which shall be of no force and effect.

6.0 RECORDS AND REPORTS

6.1 Reports. Contractor shall periodically prepare and submit to the Contract Officer such reports concerning the performance of the services required by this Agreement as the Contract Officer shall require. Contractor hereby acknowledges that the District is greatly concerned about the costs of work and services to be performed pursuant to this Agreement. For this reason, Contractor agrees that if a Contractor becomes aware of any facts, circumstances, techniques, or events that may or shall materially increase or decrease the cost of the work or

services contemplated herein or, if Contractor is providing design services, the cost of the project being designed, Contractor shall promptly notify the Contract Officer of said fact, circumstance, technique or event and the estimated increased or decreased cost related thereto and, if Contractor is providing design services, the estimated increased or decreased cost estimated for the project being designed.

6.2 Records. Contractor shall keep, and require subcontractors to keep, such books and records as shall be necessary to perform the services required by this Agreement and enable the Contract Officer to evaluate the performance of such services. The Contract Officer shall have full and free access to such books and records at all times during normal business hours of District, including the right to inspect, copy, audit and make records and transcripts from such records. Such records shall be maintained for a period of (3) years following completion of the services hereunder, and the District shall have access to such records in the event any audit is required.

6.3 Ownership of Documents. All drawings, specifications, reports, records, documents and other materials prepared by Contractor, its employees, subcontractors and agents in the performance of this Agreement shall be the property of District and shall be delivered to District upon request of the Contract Officer or upon the termination of this Agreement, and Contractor shall have no claim for further employment or additional compensation as a result of the exercise by District of its full rights of ownership of the documents and materials hereunder. Any use of such completed documents for other projects and/or use of uncompleted documents without specific written authorization by the Contractor shall be at the District's sole risk and without liability to Contractor, and the District shall indemnify the Contractor for all damages resulting therefrom. Contractor may retain copies of such documents for its own use. Contractor shall have an unrestricted right to use the concepts embodied therein. All subcontractors shall provide for assignment to District of any documents or material prepared by them, and in the event Contractor fails to secure such assignment, Contractor shall indemnify District for all damages resulting therefrom.

6.4 Release of Documents. The drawings, specifications, reports, records, documents and other materials prepared by Contractor in the performance of services under this Agreement shall not be released publicly without the prior written approval of the Contract Officer.

7.0 ENFORCEMENT OF AGREEMENT

7.1 California Law. This Agreement shall be construed and interpreted both as to validity and to performance of the parties in accordance with the laws of the State of California. Legal actions concerning any dispute, claim or matter arising out of or in relation to this Agreement shall be instituted in the Superior Court of the County of Orange, State of California, or any other appropriate court in such county, and Contractor covenants and agrees to submit to the personal jurisdiction of such court in the event of such action. Service of process on District shall be made in the manner required by law for service on a public entity. Service of process on Contractor shall be made in any manner permitted by law and shall be effective whether served inside or outside of California.

7.2 Disputes. Subject to the provisions of Section 7.7, in the event of a dispute arising under this Agreement, Contractor shall comply with the provisions of this Section, and District may, in its sole discretion, comply with the provisions of this Section. The injured party shall notify the injuring party in writing of its contentions. The injured party shall continue performing its obligations hereunder so long as the injuring party commences to cure such default within ten (10) days of service of such notice and completes the cure of such default within sixty (60) days of service of the notice, or such longer period as may be permitted by the injured party; provided that if the default is an immediate danger to the health, safety and general welfare, such

immediate action may be necessary. Compliance with the provisions of this Section shall be a condition precedent to termination of this Agreement for cause by Contractor and to any legal action commenced by Contractor, and such compliance shall not be a waiver of Contractor's right to take legal action in the event that the dispute is not cured. Nothing herein shall limit District's right to terminate this Agreement with or without cause pursuant to Section 7.7.

7.3 Retention of Funds. Contractor hereby authorizes District to deduct from any amount payable to Contractor (whether or not arising out of this Agreement) (i) any amounts the payment of which may be in dispute hereunder or which are necessary to compensate District for any losses, costs, liabilities, or damages suffered by District, and (ii) all amounts for which District may be liable to third parties, by reason of Contractor's acts or omissions in performing or failing to perform Contractor's obligation under this Agreement. In the event that any claim is made by a third party, the amount or validity of which is disputed by Contractor, or any indebtedness shall exist which shall appear to be the basis for a claim of lien, District may withhold from any payment due, without liability for interest because of such withholding, an amount sufficient to cover such claim. The failure of District to exercise such right to deduct or to withhold shall not, however, affect the obligations of the Contractor to insure, indemnify, and protect District as elsewhere provided herein.

7.4 Waiver. No delay or omission in the exercise of any right or remedy by a non-defaulting party on any default shall impair such right or remedy or be construed as a waiver. A party's consent to or approval of any act by the other party requiring the party's consent or approval shall not be deemed to waive or render unnecessary the other party's consent to or approval of any subsequent act. Any waiver by either party of any default must be in writing and shall not be a waiver of any other default concerning the same or any other provision of this Agreement.

7.5 Rights and Remedies are Cumulative. Except with respect to rights and remedies expressly declared to be exclusive in this Agreement, the rights and remedies of the parties are cumulative and the exercise by either party of one or more of such rights or remedies shall not preclude the exercise by it, at the same or different times, of any other rights or remedies for the same default of any other default by the other party.

7.6 Legal Action. In addition to any other rights or remedies, either party may take legal action, in law or in equity, to cure, correct or remedy any default, to recover damages for any default to compel specific performance of this Agreement, to obtain declaratory or injunctive relief, or to obtain any other remedy consistent with the purpose of this Agreement.

7.7 Termination Prior to Expiration of Initial or Extended Term. This Section shall govern any termination of this Agreement except as specifically provided in the following Section for termination for cause. The District reserves the right to terminate this Agreement at any time, with or without cause, upon written notice to Contractor. Contractor may terminate this Agreement only with cause and with not less than thirty (30) days, prior written notice and only after following the procedures of Section 7.2 to enable the District to effect a cure of a default. Upon receipt of any notice of termination, Contractor shall immediately cease all services hereunder except such as may be specifically approved by the Contract Officer. Except where the Contractor has initiated termination, the Contractor shall be entitled to compensation for all services rendered prior to the effective date of the notice of termination and for any services authorized by the Contract Officer, except as provided in Section 7.3. In the event the Contractor has initiated termination, the Contractor shall be entitled to compensation only for the lesser of (i) the amount due for work completed under the Schedule of Compensation or (ii) the reasonable value of the work product actually produced hereunder. In the event of termination without cause pursuant to this Section, the terminating party need not provide the non-terminating party with the opportunity to cure pursuant to Section 7.2.

7.8 Termination for Default of Contractor. If termination is due to the failure of the Contractor to fulfill its obligations under this Agreement, District may take over the work and prosecute the same to completion by contract or otherwise, and the Contractor shall be liable to the extent that the total cost for completion of the services required hereunder exceeds the compensation herein stipulated (provided that the District shall use reasonable efforts to mitigate such damages), and District may withhold any payments to the Contractor for the purpose of set-off or partial payment of amounts owed the District as previously stated.

7.9 Attorneys' Fees. If either party to this Agreement is required to initiate or defend or made a party to any action or proceeding in any way connected with this Agreement, the prevailing party in such action or proceeding, in addition to any other relief which may be granted, whether legal or equitable, shall be entitled to its expert witness fees and reasonable attorney's fees. Attorney's fees shall include attorney's fees on any appeal, and in addition a party entitled to attorney's fees shall be entitled to all other reasonable costs for investigating such action, taking depositions and discovery and all other necessary costs the court allows which are incurred in such litigation. All such fees shall be deemed to have accrued on commencement of such action and shall be enforceable whether or not such action is prosecuted to judgment.

8.0 DISTRICT OFFICERS AND EMPLOYEES: NON-DISCRIMINATION

8.1 Non-liability of District Officers and Employees. No officer, official, employee, agent, representative, or volunteer of the District shall be personally liable to the Contractor, or any successor in interest, in the event of any default or breach by the District or for any amount which may become due to the Contractor or its successor, or for breach of any obligation of the terms of this Agreement.

8.2 Conflict of Interest. No officer, official, employee, agent representative, or volunteer of the District shall have any financial interest, direct or indirect, in this Agreement nor shall any such officer or employee participate in any decision relating to the Agreement which affects his financial interest or the financial interest of any corporation, partnership or association in which he is, directly or indirectly, interested, in violation of any State statute or regulation. The Contractor warrants that it has not paid or given and shall not pay or give any third party any money or other consideration for obtaining this Agreement.

8.3 Covenant Against Discrimination. Contractor covenants that, by and for itself, its heirs, executors, assigns and all persons claiming under or through them, that there shall be no discrimination against or segregation of, any person or group of persons on account of race, color, creed, religion, sex, marital status, national origin, or ancestry in the performance of this Agreement. Contractor shall take affirmative action to ensure that applicants are employed and that employees are treated during employment without regard to their race, color, creed, religion, sex, marital status, national origin, or ancestry.

9.0 MISCELLANEOUS PROVISIONS

9.1 Notice. Unless otherwise provided herein, all notices required to be delivered under this agreement or under applicable law shall be (i) personally delivered, or (ii) delivered by United States mail, prepaid, certified, return receipt requested, or (iii) delivered by reputable documents delivery service that provides a receipt showing date and time of delivery. Notices personally delivered or delivered by a document delivery service shall be effective upon receipt. Notices delivered by mail shall be effective at 5:00 p.m. on the second calendar day following dispatch. Notices shall be delivered to the District at the following address: Rossmoor Community Services District, 3001 Blume Drive, Rossmoor, CA 90720, Attn: General Manager. Notices shall be delivered to Contractor at the following address: West Coast Arborists, Incorporated, 2200 E. Via Burton Street, Anaheim, CA 92806, Attn: Patrick O. Mahoney,

President. Either party may change the address for receipt of notices to that party by written notice delivered in compliance with this Section.

9.2 Interpretation. The terms of this Agreement shall be construed in accordance with the meaning of the language used and shall not be construed for or against either party by reason of the authorship of this Agreement or any other rule of construction which might otherwise apply.

9.3 Integration; Amendment. It is understood that there are no oral agreements between the parties hereto affecting this Agreement and this Agreement supersedes and cancels any and all previous negotiations, arrangements, agreements and understandings, if any, between the parties, and none shall be used to interpret this Agreement. This Agreement may be amended at any time by the mutual consent of the parties by an instrument in writing.

9.4 Severability. In the event that any one or more of the phrases, sentences, clauses, paragraphs, or sections contained in this Agreement shall be declared invalid or unenforceable by a valid judgment or decree of a court of competent jurisdiction, such invalidity or unenforceability shall not affect any of the remaining phrases, sentences, clauses, paragraphs, or sections of this agreement which are hereby declared as severable and shall be interpreted to carry out the intent of the parties hereunder unless the invalid provision is so material that its invalidity deprives either party of the basic benefit of their bargain or renders this Agreement meaningless.

9.4 Corporate Authority. The persons executing this Agreement on behalf of the parties hereto warrant that (i) such party is duly organized and existing, (ii) they are duly authorized to execute and deliver this Agreement on behalf of said party, (iii) by so executing this Agreement, such party is formally bound to the provisions of this Agreement, and (iv) the entering into this Agreement does not violate any provision of any other Agreement to which said party is bound.

[End-Signature Page and Exhibits Follow]

IN WITNESS WHEREOF, the parties hereto have executed and entered into this Agreement as of the date first written above.

DISTRICT

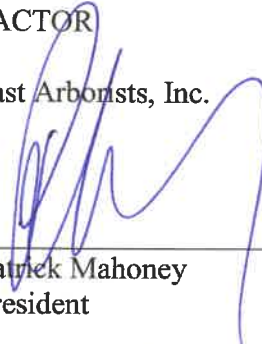
Rossmoor Community Services District, a
California community services district

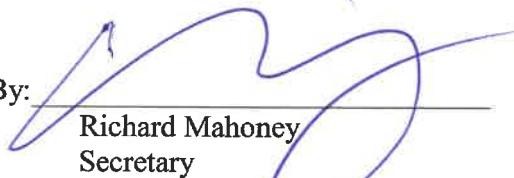
By: 
James D. Ruth.
General Manager

JUN 12 2018

CONTRACTOR

West Coast Arborists, Inc.

By: 
Patrick Mahoney
President

By: 
Richard Mahoney
Secretary

Address: 2200 E. Via Burton Street
Anaheim, CA 92806
(800) 521-3714
(714) 956-3745 FAX

END OF SIGNATURES

SCOPE OF SERVICES

ALL SITE LOCATIONS

A. TREE PLANTING:

Planting includes the tree, stakes, ties and complete installation and watering for ninety (90) calendar days. Planting lists should be compiled by the Inspector and submitted monthly or as needed. Contractor will guarantee the quality of the tree stock and the workmanship.

1. All plantings will be established industry standard for 15 (fifteen) gallon or 24" (twenty-four inch) box trees; not to be less than 1" (one inch) in diameter at dsh (diameter standard height) and 6' (six feet) in height when planted, and otherwise acceptable to the RCSD in terms of diameter size, health, quality and aesthetics. The RCSD reserves the right to choose and reserve tree stock, and/or to purchase planting stock from other sources when issues of size are evident.
2. All planting nursery stock will conform to the American Standard for Nursery Stock as set forth by American National Standards Institute (ANSI) standard Z60 1-2004 and International Society of Arboriculture (ISA) guidelines for High Quality Trees. Trees shall be free from pests, disease and structural defects.
3. Contractor shall provide all equipment, labor and materials necessary for the planting of trees throughout the District in accordance with the specifications herein.
4. Planting pit shall be dug twice the width and the same depth of the root ball. Before placing the tree in the planting pit Contractor shall examine root ball for injured roots and canopy for broken branches. Damaged roots should be cleanly cut off at a point just in front of the break. Broken branches should be cut out of the canopy making sure that the branch collar is not damaged.
5. Tree shall be placed in the planting pit with its original growing level (the truck flare) at the same height of the surrounding finish grade. In grass-covered parkways, the top of the root ball shall be level or slightly higher than the surrounding soil. In a concrete tree well, the root ball shall be 3" (three inches) below the level of the finished surface of the concrete.
6. Backfill material should be native soil. Eliminate all air pockets while backfilling the planting pit by watering the soil as it is put into the hole.
7. Trees that are planted in parkways should have a 4"-6" (four inches to six inches) high water retention basin built around the tree capable of holding at least 10 (ten) gallons of water.
8. All trees shall be staked with two wooded lodge poles and two ties per pole. Minimum size of lodge poles shall be 10' (ten feet) long with a 1½" (one and one-half inch) diameter. Tree ties shall be placed at one third 1/3" (one-third inch) and 2/3" (two-thirds inch) of the trunk height. Stakes shall not penetrate the root ball and shall be

driven into the ground approximately 24"-30" (twenty-four inches to thirty inches) below grade.

9. Trunk protectors such as Arbor-Gards or an approved equal shall be placed at the base of the trunk of all new trees immediately after planting.
10. Clean up all trash and any soil or dirt spilled on any paved surface at the end of each working day.

B. SAPLING CARE:

The RCSD requires an active approach to the care of its young and newly planted trees. The Contractor shall be required to perform basic maintenance that will include but not be limited to tree well adjustments and watering, removal of weeds from tree wells, structural pruning, and re-staking when necessary.

1. Watering shall be performed by a one man crew with a water truck who will water each grid, including landscape median and young trees that are three (3) years old and younger, once monthly.

C. MAINTENANCE AND SAFETY TREE TRIMMING REQUIREMENTS:

1. All tree pruning shall comply with good arboreal practice for the particular species of trees being trimmed and shall conform to the American National Standards Institute (ANSI) A300 Pruning Standards for Tree Care Operations, the ISA Tree Pruning Guidelines and the ISA Best Management Practices Tree Pruning.
2. All pruning shall be performed with the intent of improving aesthetic characteristics and increasing structural strength resulting in sound tree culture that is appropriate for the individual tree species while providing correct vertical and horizontal clearance needed in a municipal setting.
3. Remove all dead and or damaged branches and limbs.
4. At no time shall "Topping" be permitted on any tree.
5. At no time shall "Lion Tailing" or branch stripping be permitted on any tree.
6. No more than 1/4 (one fourth) of a tree's foliage should be removed in a calendar year.
7. All pruning equipment shall be sharp and sized appropriately for the pruning cut. When pruning to remove fungus, disease or an otherwise infected area, all pruning tools shall be properly cleaned after each cut with bleach.
8. The following minimum clearances shall be maintained at times unless a specific problem arises:
 - a. All branches overhanging on roadways beyond the curb line shall have a minimum clearance of 14' (fourteen feet).
 - b. All branches overhanging any sidewalk or walkway shall have a 9' (nine feet) clearance.

- c. All trees shall be aesthetically trimmed to prevent/minimize encroachment on private property.
9. All pruning cuts should be made just outside the branch bark ridge or branch collar so that under normal conditions, healing can start immediately.
10. All limbs of 1 ½" (one and one-half inches) or larger in diameter shall first be undercut to prevent splitting of the bark.
11. All cut limbs shall be lowered to the ground using a method that prohibits further damage to the remainder of the tree.
12. All suckers and water spouts shall be removed in a manner that minimizes the size of the wound to the tree.
13. All crossing or any limbs that rub shall be removed unless removal of said limbs would result in large gaps in the general outline of the tree. Limbs should extend alternately from the trunk on 12" (twelve inches) to 24" (twenty-four inches) spacing.
14. All structural weaknesses such as split crotch or limbs, diseased or decayed limbs or any other existing severe damage shall be reported to the District's General Manager or an authorized representative.
15. At no time during any trimming procedure shall any hooks, gaffs, spurs or climbers be used by anyone employed for such trimming without the prior permission of the District's General Manager or authorized representative.

D. SAFETY TRIMMING:

The standards for safety trimming shall be those adopted by the County of Orange, with whom the District has a contract for safety trimming. The standards for safety trimming shall be as follows:

1. 14' (fourteen feet) vertical clearance from the road surface.
2. 9' (nine feet) vertical clearance from the parkway or sidewalk surface.
3. As necessary to provide clear visibility of all traffic control or municipal informational signage.
4. As necessary to provide reasonable clearance for street lighting and intersection safety lighting.

E. ANNUAL TREE PRUNING:

Tree pruning per pre-designed districts, grids or prune routes on a set cycle to include all trees. Pruning will include structural pruning, crown raising, and crown cleaning in accordance with the standards set forth by the International Society of Arboriculture

Pruning Standards (Best Management Practices) and the SNSI A300 Standards Special projects that are difficult to access require the need for specialty equipment, service request pruning, or pruning to reduce and/or pruning to restore would fall under Crew Rental.

1. Contractor shall comply with Standards of CAL OSHA and the American National Standard Institute Z133 Safety Requirements.
2. Contractor shall notify the resident 48 (forty-eight) hours in advance of scheduled pruning.
3. Contractor shall provide and post "No Parking" signs 24 (twenty-four) hours in advance of the work.
4. Contractor shall endeavor to maintain good public relations at all times. The work shall be conducted in a manner which will cause the least possible interference and annoyance to the public. Work shall be performed by competent employees and supervised by an experienced English speaking supervisor in tree maintenance operations. The Contractor shall be responsible for advance notification to the residents at each work location of the intended tree operations. The Contractor shall be responsible to see that private property and vehicles at work locations are not endangered or damaged during the course of work.
5. Contractor shall exercise precautions as necessary when working adjacent to aerial and subterranean utilities. In the event that aerial utility wires present a hazard to the Contractor's personnel or others near the work site, work is to immediately cease and the appropriate utility company notified. Work shall then commence in accordance with instructions from the utility company.
6. The specific techniques employed shall be consistent with industry practice for the size and species of tree being trimmed. All dead, broken, damaged, diseased or insect infested limbs shall be removed at the trunk or main branch. All cuts shall be made sufficiently close, 1/2" (one half inch), to the parent stem so that healing can readily start under normal conditions. All limbs 2" (two inches) or greater shall be undercut to prevent splitting. The remaining limbs and branches shall not be split or broken at the cut. All crossed or rubbing limbs shall be removed unless removal will result in large gaps in the general outline of the tree.
7. Cut 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 15% (fifteen percent) but no more than thirty 30% (thirty percent).
8. 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.
9. Small limbs, including suckers and waterspouts, shall be cut close to the trunk or branch from which they arise.

F. TREE AND STUMP REMOVAL:

RCSD prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to Contractor. Contractor calls Underground Service Alert (USA) and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a

depth of 18" (eighteen inches). All holes will be backfilled, as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or an aerial tower over 75' (seventy-five feet) would fall under Crew Rental rates. Removals shall be conducted in good workmanlike manner in accordance with the standard of the arboricultural profession.

1. All tree and stump removals will conform to American National Standards Institute (ANSI) Z133.1-1994. American National Standard for Tree Care Operations – Pruning, Trimming, Repairing, Maintaining, and Removing trees, and Cutting Brush-Safety Requirements.

G. EMERGENCY RESPONSE:

The Contractor may be required to provide emergency on call response for damaged trees as a result of storms or other reasons. Emergency calls may occur at any given time. The Contractor will be provided with locations and the work to be done at each location via telephone from an RCSD authorized representative. Emergency work shall begin with 2 (two) hours of the initial telephone call.

H. REQUIRED WORK STANDARDS:

1. Contractor shall staff the work site with personnel qualified and trained in tree pruning.
2. Contractor shall staff the work site with an arborist, certified through the International Society of Arboriculture (ISA) as the site supervisor.
3. The Contractor will manage the entire inventory project and will not use subcontractors.
4. The general hours of operation shall be 8:00 a.m. to 5:00 p.m. with respect to any chipping, cutting or other operations generating harsh or unusual noise.
5. The days of operation shall be Monday through Friday.
6. Special emphasis shall be placed upon public safety during pruning operations, with all required safety markers prominently displayed.
7. Contractor shall clean all job sites when work is completed, including the raking of leaves, twigs, etc. from the lawns and parkways and the sweeping of streets. Each day's scheduled work shall be completed and cleaned up and under no circumstances shall any brush, leaves, debris or equipment be left on the street overnight.
8. The District's General Manager or an authorized representative for the District shall be the sole judge as to the adequacy of any cleanup.

I. REPORTS TO THE DISTRICT:

1. Contractor will map, measure and keep current computerized records of all District's tree inventory. Records shall be kept on data base that is accessible to the RCSD at any time.
2. Contractor will immediately report to the District's General Manager or an authorized representative, any condition which is deemed hazardous or which requires immediate attention.

3. Contractor will report monthly on forms provided by the District on all activities which are performed by Contractor which is based on monthly/quarterly schedules.

J. INSPECTION:

1. The District's General Manager, or an authorized representative, shall at all times have access to the work and shall be furnished with every reasonable facility for ascertaining full knowledge respecting the process, workmanship and character of equipment used and employed in the work and quality of trees planted. RCSD shall be notified at least 2 (two) working days before any planting takes place.
2. Inspection of the work shall not relieve the Contractor of any of their obligation to fulfill the contract as prescribed. Defective work shall be made good notwithstanding the fact that such defective work may have been previously overlooked by the District's General Manager or an authorized representative, and accepted for payment.
3. Any work found to be unacceptable will be communicated by phone with an email sent as a follow-up. Upon receipt of notification of the deficiencies, the Contractor shall correct the deficiencies within 10 (ten) working days from notification. After this time period, if unacceptable conditions still exist, the District has the right to deduct payment or terminate the contract.

K. SPECIAL PROVISIONS:

1. Perform and deliver a complete tree inventory for the District (valued at approximately \$16,000).
2. At no additional cost, provide the District with access to Contractor's web-based tree inventory program called Arbor Access On-Line (valued at approximately \$5,000).
3. Provide unlimited software support including training during the entire length of the Agreement (valued at approximately \$4,800).
4. Collect a new GPS tree inventory for right-of-way trees and park trees (valued at \$20,000).
5. Continue to GPS any future tree planting sites.
6. Provide basic Arborist reports: this excludes any photos, soil and lab tests, elaborate analysis, or trees involved in litigation or pending litigation.

Rossmoor Community District

Tree Maintenance Services- 2018-2021

West Coast Arborists, Inc.

Item	Description	Unit	Proposed Unit Prices
1	Grid Tree Trimming	Each	\$ 72.00
	Aesthetic/Service Request	Each	
2	0-6" dbh	Each	\$ 50.00
3	7-12" dbh	Each	\$ 90.00
4	12-18" dbh	Each	\$ 150.00
5	19-24" dbh	Each	\$ 190.00
6	25-36" dbh	Each	\$ 250.00
7	37" dbh & over	Each	\$ 300.00
8	Block Tree Trimming	Each	\$ 145.00
9	Queen Palm Trimming	Each	\$ 50.00
10	Mexican Fan Plam Trimming	Each	\$ 70.00
11	Date Palm Trimming	Each	\$ 190.00
12	Tree & Stump Removal 0-24" dbh	Each	\$ 570.00
13	Tree & Stump Removal over 25" dbh	Each	\$ 970.00
14	Stump Only Removal	Each	\$ 190.00
15	Tree Planting - 15-gallon tree	Each	\$ 160.00
16	Tree Planting - 24-inch box tree	Each	\$ 320.00
17	Tree Planting - 36-inch box tree	Each	\$ 870.00
18	Tree Watering	Day	\$ 640.00
19	Crew Rental - 3-men with equipment	Hour	\$ 240.00
20	Crew Rental - 2-men with equipment	Hour	\$ 160.00
21	Crew Rental - 1-man with equipment	Hour	\$ 80.00
22	Specialty Equipment	Hour	\$ 150.00
23	Emergency Crew Rental	Hourly	\$ 291.00
24	Tree Inventory Software	Annually	\$ -
25	GPS Tree Inventory Updates	Tree Site	\$ 4.00
26	Ficus Tree Trimming	Each	\$ 350.00

Grid Trimming: Grid tree trimming is based on tree trimming in pre-designed districts, or grids on a set cycle and includes all trees (small, medium and large-sized.) Trees are not excluded from the Grid.

Block Tree Trimming: Block tree trimming consists of trimming trees along a block segment or "run" as designated by the City. This is different from "Grid Trimming" where all trees are pruned (small, medium and large-sized) within a grid or district.



Schedule of Compensation for Year 2021 - 2023

Tree Maintenance Services performed by WCA, Inc.

Item	Description	Unit	Proposed Prices
1	Grid Prune	Each	\$84.00
2	Service Request Prune 0-6 DSH	Each	\$44.00
3	Service Request Prune 7-30 DSH	Each	\$84.00
4	Service Request Prune 31+ DSH	Each	\$149.00
5	Palm Prune	Each	\$84.00
6	Palm Skinning	Each	\$20.00
7	Clearance Prune	Each	\$44.00
8	Tree & Stump Removal 0-30 DSH	Inch	\$40.00
9	Tree & Stump Removal 31+ DSH	Inch	\$50.00
10	Tree Only Removal 0-30 DSH	Inch	\$30.00
11	Tree Only Removal 31+ DSH	Inch	\$40.00
12	Stump Only Removal	Inch	\$20.00
13	Plant 15 Gal w/o RB	Each	\$120.00
14	Plant 15 Gal w/ RB	Each	\$149.00
15	Plant 24" Box w/o RB	Each	\$254.00
16	Plant 24" Box w/ RB	Each	\$274.00
17	Crew Rental - per man	Man Hour	\$94.00
18	Emergency Response - per man	Man Hour	\$119.00

The proposed rates reflect the same rates from the City of Los Alamitos. WCA agrees to hold the rates the same for two years through June 30, 2023.



Armando Arvizu
Branch Manager
Certified Arborist WE-10693A
Brightview Tree Care Services, Inc.
1900 S. Lewis St. Anaheim, CA 92805

Subject: Tree Services Needed at Rossmoor Community Services District

Dear Ms. Kingman,

The purpose of this letter is to inform you that upon evaluation of the site(s), we regret to say that Brightview Tree Care Services, Inc. will not be able to participate in the bid.

While we appreciate the consideration we are unable to provide a proposal due to:

- High percentage of trees touching, being near, or/and with power lines intersecting the trees

Our insurance does not cover utility line clearance, but we hope that you keep us in mind for any of your future Tree Care needs!

Sincerely,

A handwritten signature in blue ink, appearing to read "Armando Arvizu".

Armando Arvizu

ROSSMOOR COMMUNITY SERVICES DISTRICT

AGENDA ITEM C-2

Date: June 2, 2021

To: Organizational Ad Hoc Committee
Director Jeffrey Rips
Director Tony DeMarco

From: General Manager Joe Mendoza

Subject: DISCUSSION WITH GENERAL MANAGER REGARDING PLANNING STRATEGIES FOR COORDINATION OF CONTRACT RENEWAL CALENDAR AND CORRESPONDING ORGANIZATIONAL AD HOC COMMITTEE MEETING SCHEDULE

RECOMMENDATION

Receive and file.

BACKGROUND

At the May 11, 2021 Rossmoor Community Services District (RCSD) Board of Directors meeting, it was requested that contracts for services be scheduled so that the Board of Directors would have sufficient time to review the information prior to the expiration of the contracts and make an appropriate decision regarding said contracts. Therefore, this item is being brought before the Organizational Ad Hoc Committee for discussion.

INFORMATION

The General Manager is in the process of reviewing District policy relative to contract maintenance. Attachment 1 is Policy No. 3091 - Contract Maintenance and Attachment 2 is Policy No. 3050.20 – District Expenditure, Purchasing, Bidding and Contracting Limits – Limits on Expenditures. Staff is in the process of updating the online contract management system.

In an effort to provide the RCSD Board of Directors with timely information relative to the District's contracts for services, staff will prepare an updated

list of services that are currently contracted by the District. This list will include information about the vendors and services they provide, contract expiration dates, and will identify the Organization Committee meetings and Board meetings when the various contracts will be on the agenda for consideration and approval.

In addition, as part of the staff reports associated with future contract renewal requests, for comparison purposes information will be provided to include the term of the contract, the current contract amount, the amount actually spent during the contract term, and the new renewal rate.

With the concurrence of the Organizational Ad Hoc Committee, this item will be presented to the Board of Directors in the future. After the Board's review, District staff will implement this process to place future contract renewals before the Organizational Ad Hoc Committee and then on RCSD Board agendas to allow sufficient time for review, follow up work should the Board desire additional information, and subsequent approvals.

ATTACHMENT

1. RCSD Policy No. 3091 Contract Maintenance
2. RCSD Policy No. 3050.20 District Expenditure, Purchasing, Bidding and Contracting Limits – Limits on Expenditures

Rossmoor Community Services District

Policy

No. 3091

CONTRACT MAINTENANCE

3091.10 Purpose of Policy: The purpose of this Policy is the establishment of guidelines for the efficient and proactive maintenance, revision and retention of the numerous and diverse contract documents managed by the Rossmoor Community Services District.

3091.20 Storage of Active Contract Binders: Each contract ("Professional Services Agreement") between RCSD and the vendor/service provider will be kept in a colored binder, titled with the vendor/service provider's name, and stored in the filing cabinet located in the main lobby of the RCSD office. Administrative staff will be responsible for updating and organizing the contract binders with hard copy originals and related documentation.

3091.30 Security of Contract Binders: Contract binders can be checked out for interoffice use, but as District property, may not be removed from the District office. To check out a binder, the requesting party must complete the "OUT" portion of the file log card, designating the file name and name of the person(s) the designated binder is checked out to, as well as the check out date. This file log card is to be used as a place marker for the absent Contract Binder. Upon return of the binder, the card is to be returned to the front of the contract drawer for future use and marked "returned" in the designated area on the card.

3091.40 Cloud Based File Sharing: The District will also maintain an electronic copy of the original contract in a cloud based file sharing environment (known as Microsoft Office 365 SharePoint) in order to collaboratively manage and update District contracts, Bid Packages, Notifications, Quotes, insurance and other related contract documentation. A cloud-based calendar system, managed by RCSD staff, will utilize artificial intelligence to proactively remind those involved with the contract, of important deadlines and will assist in related agenda planning and scheduling.

3091.41 Communications: Communications regarding Contracts will be through Microsoft Office 365 SharePoint. The use of SharePoint will allow for all staff members involved with the contracts to have a central location to send emails to team members, share correspondence to/from vendors, store and access documentation pertaining to contracts, as well as access to the contracts themselves. A site titled *RCSD Contracts* has been set up for this purpose. RCSDContracts@rossmoor-csd.org email has been set up for the communications between members of the group.

3091.42 Tracking of Contracts: Contract and amendment renewal dates, as well as insurance renewal dates, will be tracked in the online contract management system (Microsoft *SharePoint*) under the *Contract Management* section, and in the Microsoft Excel Spreadsheet file labeled *Active Contracts & LT Permits spread sheet.xlsx*. This file will be maintained and updated by administrative personnel.

3091.50 Committee Meetings: Four to six months prior to the deadline for a contract renewal or extension, an Organizational Committee meeting will be held regarding contracts due for renewal and/or updates. The committee meetings will serve to efficiently communicate, schedule, and prepare for any necessary negotiations, modifications and agenda staff report preparation to be submitted for final approval by the General Manager and/or RCSD Board of Directors. The committee dialogue will help to ensure that all contract obligations and deadlines are being met and service levels continue to meet the needs of the District.

Adopted: October 9, 2018

Rossmoor Community Services District

Policy

No. 3050

**DISTRICT EXPENDITURE, PURCHASING, BIDDING AND
CONTRACTING LIMITS**

3050.10 Expense Authorization: The General Manager has the authority and responsibility for managing and expending District funds in accordance with the approved annual District Final Budget (see Policy No. 2000, General Manager Authority and Responsibilities).

3050.20 Limits on Expenditures: The General Manager shall report promptly to the Board any expenditure for equipment, supplies or contract services that exceeds \$5,000. Any contract for goods or services totaling \$10,000 or more, in any one year or any amendment or extension thereto involving a change of more than \$10,000 shall be subject to Board review and approval.

3050.30 Required Payment Signatures: All District payments require two signatures in accordance with Policy No. 4055. All requests for payment shall be accompanied by an invoice or other documentation supporting the claim.

3050.40 Credit Card: The District credit card shall have a limit of \$5,000 per expenditure. Review of the claims and payments will be performed in the manner required by Policy 3050.30, above.

3050.50 Revolving Cash Fund: The Revolving Cash Fund for incidental expenses shall be \$400. A review of these expenditures for authorization by the approved District Budget shall be performed prior to replenishment of the fund.

3050.60 Public Works Projects: The General Manager shall conduct a competitive bid process in accordance with the Public Contract Code, including noticed bidding and sealed bids for any contract for the construction of a public works project as defined in Public Contract Code section 20161 which is estimated to cost in excess of \$25,000. The General Manager shall present the competitive bid results to the Board and the Board shall award the contract, if at all, to the lowest responsive and responsible bidder.

3050.61 Specific Bidder Requirements: In order to qualify as a responsible bidder, unless otherwise specifically exempt under applicable law, a bidder must submit evidence of currently valid California State Contractor's license as specified in the notice inviting bids, must agree to provide Worker's Compensation Insurance pursuant to the provisions of Labor Code section 1860 et seq, and the payment of prevailing wages, and must agree to indemnify the District in an amount as determined by the General Manager.

3050.70 Emergency Expenditures: All emergency expenditures shall be in accordance with Policy No. 2000.160.

Adopted: December 9, 2003
Amended: April 10, 2007
Amended: October 9, 2007
Amended: November 11, 2014
Amended: May 20, 2016
Amended: February 14, 2017