BID ABSTRACT

DEPT/PROJECT NO: PW/OM-20-039
BID TITLE: TREE REMOVAL SERVICES

Bid Opening Date: January 9, 2020
Estimate: $189,400.00

For information regarding this project, please contact Mitchel Jackson at 209-937-8283 or Miguel Mendoza 209-937-7446 the day following the bid opening.

<table>
<thead>
<tr>
<th>No.</th>
<th>Bidder</th>
<th>Affirm Action</th>
<th>Bond</th>
<th>Check</th>
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<tbody>
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<td>1</td>
<td>Tree Removal Service Inc.</td>
<td></td>
<td></td>
<td>$238,000.00</td>
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<td>2</td>
<td>West Coast Arborists Inc.</td>
<td>✓</td>
<td></td>
<td>$187,200.00</td>
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<td>3</td>
<td>Arborwell, Inc.</td>
<td>✓</td>
<td></td>
<td>$428,250.00</td>
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<tr>
<td>4</td>
<td>Professional Tree Care</td>
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<td>$374,960.00</td>
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<td>5</td>
<td>Darcy Tree Experts</td>
<td>✓</td>
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<td>$261,520.00</td>
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Account Number (Publication): 03030715902052
Account Number (Staff):

Contract Awarded To: ________________________________
Council Meeting Date: ______________________________

Motion/Reso #: ________________________________
Unsuccessful Bonds Returned: ________________________________

Contract #: ____________
OB Doc #: ____________
Successful Bond Returned: ________________________________

Note: Affirmative Action required for federally funded projects only
CONFIDENTIAL MEMORANDUM

January 16, 2020

TO: Eliza R. Garza, City Clerk

FROM: Gordon A. MacKay, Director
Public Works Department

SUBJECT: TREE REMOVAL SERVICES PROJECT NO. OM-20-039

The Engineer's Estimate for the subject project is:

TOTAL BID $199,400.00

GORDON A. MACKAY, DIRECTOR
PUBLIC WORKS DEPARTMENT

GAM:JLA:VM:MJ:Rh
**Publication Request**

Notices to the Record for publication require 5 days lead time.

<table>
<thead>
<tr>
<th>Department *</th>
<th>[PW V/]</th>
<th>RFP/PUR/PRI/PH/PN *</th>
<th>[PRI V/]</th>
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<tr>
<td>PUR/PRI/RFP Number</td>
<td>OM-20-039</td>
<td>Subject/Title for Publication *</td>
<td>Tree Removal Services Not your job title...</td>
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<tr>
<td>Contact Person *</td>
<td>Mitchel Jackson</td>
<td>Contact Number *</td>
<td>8283</td>
</tr>
<tr>
<td>Additional Contact *</td>
<td>Miguel Mendoza</td>
<td>Contact Number *</td>
<td>7446</td>
</tr>
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<td>Account Number for Publication Cost *</td>
<td>030-3071-590.20-52 please provide full account number</td>
<td>Account Number for Staff Time (Bids Only)</td>
<td>please provide full account number.</td>
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**Publication Information / Account: 2099378863**

| Requested Publication Date(s) * | 12/13 |
| Bid Opening OR Meeting Date * | 1/9/20 |

**Text for Publication in the Record ***

NOTICE INVITING BIDS The City of Stockton, California, will receive sealed bids until Thursday, January 9, 2:00 p.m., for the Tree Removal Services in accordance with the plans and specifications for Bid No. OM-20-039. Each bid submitted for this project shall be on the official bid form obtained from the City of Stockton web site at www.stocktonca.gov/pwbid, and must conform to the requirements of the official bid documents, including the plans and specifications. Each bid shall be presented under sealed cover and shall be accompanied by the Bidder’s Guaranty, Non-Collusion Declaration, and all of the required documents and information. Each bidder shall be licensed in accordance with applicable State laws. The City of Stockton encourages local Stockton firms to bid this project and the City encourages bidders to use local Stockton firms as subcontractors. Accordingly, the Local Business Preference Ordinance applies to this project. This project is subject to the requirements of the City’s Local Employment Ordinance. Please see the website noted above for further information. Each sealed bid shall be marked "BID" and shall indicate the project name, number, and bid opening date, and shall be mailed or delivered to the Office of the City Clerk, City Hall, 425 N. El Dorado Street, Stockton, California 95202, so that the bid is received by the City at or before the hour stated. Bids so received shall be publicly opened, examined and declared by the City Clerk.
Bidders and the public are invited to be present at the declaration of said bids. A bid received after the specified time shall not be accepted and will be returned to the bidder. Bidders are hereby notified that the successful bidder and any subcontractor under them shall pay prevailing wage rates in accordance with the State of California Department of Industrial Relations. A contract will be awarded to the lowest responsible bidder as defined in the Stockton Municipal Code; provided, however, that the City Council reserves the right to reject any and all bids and to re-advertise for bids or to provide for the work to be done by the City of Stockton. The successful bidder shall be required to furnish a Labor and Material Bond and a Faithful Performance Bond, each in the sum of one hundred percent (100%) of the contract price. Said bonds shall be furnished by a company authorized to issue surety bonds in the State of California. On official forms furnished by City, said bonds shall be executed by the surety and contractor before or concurrently with the signing of the contract. For questions about this project, please contact Mitchel Jackson, (209)937-8283, or email Mitchel.Jackson@stocktonca.gov ELIZA R. GARZA, CMC CITY CLERK CITY OF STOCKTON

<table>
<thead>
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<td>Date Affidavit Received</td>
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<tr>
<td>AFP Number</td>
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<tr>
<td>Publication Proof</td>
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<table>
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<tr>
<th>Bid Award Follow Up</th>
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<tr>
<td>Unsuccessful Security Returned</td>
<td>Insert date bonds or checks returned.</td>
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<tr>
<td>Successful Security Returned</td>
<td>Insert date successful bidder security returned</td>
</tr>
<tr>
<td>Bid Award Resolution/Motion</td>
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</tr>
</tbody>
</table>
CITY OF STOCKTON
PUBLIC WORKS DEPARTMENT

BID FORMS FOR

TREE REMOVAL SERVICES

PROJECT NO. OM-20-039

DO NOT DETACH ANY OF THIS MATERIAL
THIS CONSTITUTES YOUR BID PROPOSAL

SUBMIT ONE ORIGINAL OF THIS BID PROPOSAL

Job Walk: N/A

BID OPENING: January 9, 2 pm, City Hall, Clerk's Office

BIDDER'S NAME: Arborwell, Inc.
BID FOR PUBLIC WORK

CITY OF STOCKTON

Stockton, CA January 8, 2020

TO THE HONORABLE CITY COUNCIL OF THE CITY OF STOCKTON:

Pursuant to your Notice Inviting Sealed Bids, I, we, or either of us:

Arborwell, Inc. - a California Corporation
(State whether individual, firm, corporation, association, or co-partnership)

hereby offer (and hereby promise and agree in case this bid is accepted) to furnish all labor, material, equipment and supplies necessary to complete the work mentioned in said Notice Inviting Sealed Bids in strict accordance with the plans and specifications for said work to be done and labor, materials, and equipment and supplies to be furnished, which plans and specifications are on file in the office of the City Clerk of the City of Stockton and made part hereof by reference, the same as if herein fully set out, at the following rates and prices, to-wit:
TREE REMOVAL SERVICES
PROJECT NO. OM-20-039

BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total Price</th>
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<tbody>
<tr>
<td>1</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>13&quot; to 16&quot; dbh</td>
<td>10</td>
<td>500</td>
<td>$5,000</td>
</tr>
<tr>
<td>2</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;16&quot; to 20&quot; dbh</td>
<td>70</td>
<td>500</td>
<td>$38,600</td>
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<td>3</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;20&quot; to 24&quot; dbh</td>
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<td>600</td>
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<td>4</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;24&quot; to 28&quot; dbh</td>
<td>30</td>
<td>1000</td>
<td>$30,000</td>
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<tr>
<td>5</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;28&quot; to 30&quot; dbh</td>
<td>15</td>
<td>1500</td>
<td>$22,500</td>
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<tr>
<td>6</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;30&quot; to 32&quot; dbh</td>
<td>6</td>
<td>2000</td>
<td>$12,000</td>
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<tr>
<td>7</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;32&quot; to 34&quot; dbh</td>
<td>4</td>
<td>2000</td>
<td>$9,000</td>
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<td>8</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;34&quot; dbh</td>
<td>2</td>
<td>5000</td>
<td>$10,000</td>
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<tr>
<td>9</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;35&quot; dbh</td>
<td>2</td>
<td>5,000</td>
<td>$10,000</td>
</tr>
<tr>
<td>10</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;36&quot;dbh</td>
<td>1</td>
<td>5000</td>
<td>$5,000</td>
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<td>11</td>
<td>Tree with Tree Stump Removal (&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;37&quot; to 38&quot; dbh</td>
<td>1</td>
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<td>$6,500</td>
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<td>Base Bid Total (Items 1 through 11)</td>
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<td></td>
<td>$187,200</td>
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</tbody>
</table>

TOTAL BID $187,200

BIDDER'S NAME Arborwell, Inc.
BIDDER CERTIFICATION

The undersigned agrees that if this bid is accepted, he/she will contract with the City of Stockton in the form of contract attached hereto to perform all of the work in accordance with the contract and the drawings, specifications, and other documents incorporated therein; that he/she will take in full payment therefor, and for all other obligations assumed under the contract, the prices set forth in the following bid schedule except as otherwise provided in the specifications; and that he/she will execute such contract and furnish the required contract bonds in the manner and within the time provided in the bidding requirements and conditions. The undersigned further agrees that he/she has carefully examined the site of the work and the bid documents and any addenda thereto, and is fully informed of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work; that the only parties interested in this bid as principals are those named herein and that this bid is made without collusion with any other party; and that this bid is submitted in all respects in accordance with the bidding requirements and conditions and all other requirements of the bid documents.

A BID GUARANTY ACCOMPANIES THIS BID IN THE FORM OF: (Check one of the following)

☐ Cash, or
☐ Cashier's check, or
☐ Certified check payable to City of Stockton, or
☒ Bidder's bond in favor of the City.

For any amount not less than ten percent (10%) of the aggregate of the bid.

ALSO ACCOMPANYING THIS BID ARE THE FOLLOWING ATTACHMENTS, PROPERLY EXECUTED AND SIGNED:

1. List of Subcontractors
2. Non-Collusion Declaration
3. DIR Self-Certification
4. Title VI Self-Certification
5. Local Employment Ordinance Acknowledgement
6. Local Business Preference Acknowledgement

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

Arborwell, Inc. 888-969-8733 33-0761894
Name of Firm Phone Tax I.D. No.
2337 American Avenue Hayward CA 94545
Address City State Zip
739392 - C27 C61/D49 8/31/2021
Contractor Lic. No. & Classification Expiration Date

NOTE: State law requires bidders on public agency contracts to include on their bid: (1) their State contractors license number, (2) the license expiration date, and (3) a statement that the representations made therein are made under penalty of perjury. The law further states that "Any bid not containing this information, or bid containing information which is substantially proven false shall be considered non-responsive and shall be rejected by the public agency."

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY

signature

BIDDER SIGN HERE
Sr. Vice President/Chief Financial Officer
Title

Bid Forms Page 5 of 11 Last Revised 09/22/16
LIST OF SUBCONTRACTORS

GENERAL CONTRACTOR: Arborwell, Inc.

PROJECT: Tree Removal Services Project No. OM-20-039

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder’s total bid need to be listed. All work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder’s total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder’s own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

<table>
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<tr>
<th>BUSINESS NAME/ADDRESS</th>
<th>LICENSE NUMBER &amp; LICENSE CLASSIFICATION</th>
<th>DEPT. OF INDUSTRIAL RELATIONS REGISTRATION NUMBER</th>
<th>TYPE OF WORK</th>
<th>AMOUNT</th>
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</tbody>
</table>

BIDDER SIGN HERE

(SIGNATURE OF BIDDER)
NON-COLLUSION DECLARATION
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the [______], of [Arborwell, Inc.], the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on [January 8th] at [Hayward] (city), [CA] (state).

[Signature]

Bid Forms Page 7 of 11 Last Revised 09/22/16
DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: Arborwell, Inc.

BY:  

TITLE: Sr. Vice President/Chief Financial Officer

DATE: 1/8/2020
TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: Arborwell, Inc.

BY: ____________________________

Sr. Vice President/Chief Financial Officer
TITLE

DATE: 1/8/2020
LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder   

Date Signed  1/8/2020
LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton’s Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder

Date Signed 1/8/2020
## Contractor Information

<table>
<thead>
<tr>
<th>Legal Entity Name</th>
<th>ARBORWELL, INC</th>
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</thead>
<tbody>
<tr>
<td>Legal Entity Type</td>
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</tr>
<tr>
<td>Status</td>
<td>Active</td>
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<td>07/01/19</td>
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<tr>
<td>Registration expiration date</td>
<td>06/30/20</td>
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<tr>
<td>Mailing Address</td>
<td>2337 AMERICAN AVE  HAYWARD 94545 CA Unit...</td>
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<tr>
<td>Physical Address</td>
<td>2337 AMERICAN AVE  HAYWARD 94545 CA Unit...</td>
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<tr>
<td>Email Address</td>
<td><a href="mailto:customerservice@arborwell.com">customerservice@arborwell.com</a></td>
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<td>06/30/15</td>
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<tr>
<td>07/01/19</td>
<td>06/30/20</td>
</tr>
</tbody>
</table>

## Legal Entity Information

| Corporation Entity Number: | C2010630 |
| Federal Employment Identification Number: | 330761894 |
| President Name: | ANDY LAVELLE |
| Vice President Name: | BRAD CARSON |
| Treasurer Name: |                |
| Secretary Name: |                |
| CEO Name: | PETER SORTWELL |

### Agency for Service:

| Agent of Service Name: | ARBORWELL |
| Agent of Service Mailing Address: | 2337 AMERICAN AVE  HAYWARD 94545 |

## Worker’s Compensation

https://cadir.secure.force.com/ContractorSearch/registrationSearchDetails
Do you lease employees through Professional Employer Organization (PEO)?: No
Please provide your current worker's compensation insurance information below:

PEO Information
Name  Phone  Email

Self Insured
Workers' Compensation Cert/Policy Number: GLO4637
Workers' Compensation Certification Date: 04/01/14
Bid Bond

CONTRACTOR:
(Name, legal status and address)
ARBORWELL, INC.
2337 American Avenue
Hayward, CA 94545

SURETY:
(Name, legal status and principal place of business)
NORTH AMERICAN SPECIALTY INSURANCE COMPANY
650 Elm St.
Manchester, NH 03101

OWNER:
(Name, legal status and address)
CITY OF STOCKTON
City Hall
425 North El Dorado Street, Stockton, CA 95202-1951

BOND AMOUNT: Ten Percent of Amount bid
(10% of Amount Bid)

PROJECT:
(Name, location or address, and Project number, if any)
Project No. OM-20-039 – City of Stockton Tree Removal Services

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 8th day of January, 2020

(Mark Carson)
(Witness)

(Mark Carson)
(Witness)

ARBORWELL, INC.
(Principal)
SR. VP/CEO

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
(Surety)

Aerie Walton, Attorney in Fact

SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION GENERAL POWER OF ATTORNEY

KNOW ALL MEN BY THESE PRESENTS, THAT North American Specialty Insurance Company, a corporation duly organized and existing under the laws of the State of New Hampshire, and having its principal office in the City of Kansas City, Missouri and Washington International Insurance Company a corporation organized and existing under the laws of the State of New Hampshire and having its principal office in the City of Kansas City, Missouri, and Westport Insurance Corporation, organized under the laws of the State of Missouri, and having its principal office in the City of Kansas City, Missouri does hereby make, constitute and appoint:

SUSAN A. WELSH, SANDRA M. WINSTED, DEREK J. ELSTON, CHRISTOPHER P. TROHA, ANN M. MULLINS, CHRISTINA L. SANDOVAL, SANDRA M. NOWAK,
JUDITH A. LUCKY-FETIMOY, SALENA WOOD, JENNIFER WILLIAMS, ERIC D. SAUER, BRYAN I. HUNT, AERIE WALTON, BARTLOMIEU SEPERSKI and BARBARA PANNIER JOINTLY OR SEVERALLY

Its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

ONE HUNDRED TWENTY FIVE MILLION ($125,000,000.00) DOLLARS

This Power of Attorney is granted and is signed by facsimile under and by the authority of the following Resolutions adopted by the Boards of Directors of North American Specialty Insurance Company and Washington International Insurance Company at meetings duly called and held on March 24, 2000 and Westport Insurance Corporation by written consent of its Executive Committee dated July 18, 2011.

“RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached.”

By
Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of Westport Insurance Corporation

By
Mike A. Lee, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11TH day of JULY, 20__.

North American Specialty Insurance Company
Washington International Insurance Company
Westport Insurance Corporation

State of Illinois
County of Cook

On this 11TH day of JULY, 20__ before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company, Senior Vice President of Westport Insurance Corporation and Michael A. Lee, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8TH day of January, 20__.
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Illinois

County of Cook

On January 8, 2020 before me, Samantha Chierici, Notary Public, personally appeared Aerie Walton who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public
We, ARBORWELL, INC., as Principal, and

NORTH AMERICAN SPECIALTY INSURANCE COMPANY

as Surety are bound unto the State of California, Department of Transportation, hereafter referred to as "Obligee", in the penal sum of ten percent (10%) of the total amount of the bid of the Principal submitted to the Obligee for the work described below, for the payment of which sum we bind ourselves, jointly and severally,

THE CONDITION OF THIS OBLIGATION IS SUCH, THAT:

WHEREAS, the Principal is submitting a bid to the Obligee, for tree removal services, location to be determined

for which bids are to be opened at Stockton

on January 9th, 2020

NOW, THEREFORE, if the Principal is awarded the contract and, within the time and manner required under the specifications, after the prescribed forms are presented to him for signature, enters into a written contract, in the prescribed form, in accordance with the bid, and files two bonds with the Obligee, one to guarantee faithful performance (if specified in the contract) of the contract and the other to guarantee payment for labor and materials as provided by law, then this obligation shall be null and void; otherwise, it shall remain in full force.

In the event a suit is brought upon this bond by the Obligee and judgment is recovered, the Surety shall pay all costs incurred by the Obligee in such suit, including a reasonable attorney's fee to be fixed by the court.

Dated: January 8, 2020

ARBORWELL, INC.
Principal

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
Surety

650 Elm St., Manchester NH 03101
Address of Surety (for correspondence or claims)

By Aerie Walton
Attorney-in-Fact

CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Alameda

On this 9th day of January, 2020, before me, T. Hawkins, Notary Public, personally appeared Brad Carson

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

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

T. Hawkins
Notary Public - California
Alameda County

WITNESS my hand and official seal.

Signature

Signature of Notary Public

ADA Notice For individuals with sensory disabilities, this document is available in alternate formats. For information, call (516) 445-1233, TTY 711, or write to Records and Forms Management, 1120 N Street, MS-89, Sacramento, CA 95814.
SWISS RE CORPORATE SOLUTIONS

NORTH AMERICAN SPECIALTY INSURANCE COMPANY
WASHINGTON INTERNATIONAL INSURANCE COMPANY
WESTPORT INSURANCE CORPORATION

GENERAL POWER OF ATTORNEY

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its true and lawful Attorney(s)-in-Fact, to make, execute, seal and deliver, for and on its behalf and as its act and deed, bonds or other writings obligatory in the nature of a bond on behalf of each of said Companies, as surety, on contracts of suretyship as are or may be required or permitted by law, regulation, contract or otherwise, provided that no bond or undertaking or contract or suretyship executed under this authority shall exceed the amount of:

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"RESOLVED, that any two of the President, any Senior Vice President, any Vice President, any Assistant Vice President, the Secretary or any Assistant Secretary be, and each or any of them hereby is authorized to execute a Power of Attorney qualifying the attorney named in the given Power of Attorney to execute on behalf of the Company bonds, undertakings and all contracts of surety, and that each or any of them hereby is authorized to attest to the execution of any such Power of Attorney and to attach therein the seal of the Company; and it is

FURTHER RESOLVED, that the signature of such officers and the seal of the Company may be affixed to any such Power of Attorney or to any certificate relating thereto by facsimile, and any such Power of Attorney or certificate bearing such facsimile signatures or facsimile seal shall be binding upon the Company when so affixed and in the future with regard to any bond, undertaking or contract of surety to which it is attached."

By

Steven P. Anderson, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

By

Mike A. Itt, Senior Vice President of Washington International Insurance Company & Senior Vice President of North American Specialty Insurance Company & Senior Vice President of Westport Insurance Corporation

IN WITNESS WHEREOF, North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation have caused their official seals to be hereunto affixed, and these presents to be signed by their authorized officers this 11TH day of JULY, 2019.

State of Illinois
County of Cook

On this 11TH day of JULY, 2019, before me, a Notary Public personally appeared Steven P. Anderson, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation and Michael A. Itt, Senior Vice President of Washington International Insurance Company and Senior Vice President of North American Specialty Insurance Company and Senior Vice President of Westport Insurance Corporation, personally known to me, who being by me duly sworn, acknowledged that they signed the above Power of Attorney as officers of and acknowledged said instrument to be the voluntary act and deed of their respective companies.

M. Kenny, Notary Public

I, Jeffrey Goldberg, the duly elected Vice President and Assistant Secretary of North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation do hereby certify that the above and foregoing is a true and correct copy of a Power of Attorney given by said North American Specialty Insurance Company, Washington International Insurance Company and Westport Insurance Corporation which is still in full force and effect.

IN WITNESS WHEREOF, I have set my hand and affixed the seals of the Companies this 8th day of January, 2020.

Jeffrey Goldberg, Vice President & Assistant Secretary of Washington International Insurance Company & North American Specialty Insurance Company & Vice President & Assistant Secretary of Westport Insurance Corporation
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of Illinois

County of Cook

On January 8, 2020 before me, Samantha Chierici, Notary Public, personally appeared Aerie Walton who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Signature  
Signature of Notary Public

OFFICIAL SEAL
SAMANTHA CHIERICI
NOTARY PUBLIC, STATE OF ILLINOIS
MY COMMISSION EXPIRES 06/06/2021
February 13, 2020

Public Works, Parks Section
1465 S. Lincoln Street
Stockton, CA 95206-1941

Attn: Mitchel Jackson

Re: City of Stockton Tree Removal Services Project - OM-20-039

Dear Mr. Jackson,

Due to a misunderstanding regarding your Local Employment Ordinance, 3.68.095, and our mis-calculations, we are unable to perform the work at the rate we submitted. Therefore, Arborwell is withdrawing our bid for the City of Stockton Tree Removal Services Project.

Sincerely,

Brad Carson
Sr.VP/CFO
CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT

BID FORMS
FOR

TREE REMOVAL SERVICES

PROJECT NO. OM-20-039

DO NOT DETACH ANY OF THIS MATERIAL
THIS CONSTITUTES YOUR BID PROPOSAL

SUBMIT ONE ORIGINAL OF THIS BID PROPOSAL

Job Walk: N/A

BID OPENING: January 16, 2 pm, City Hall, Clerk's Office

BIDDER'S NAME: The Davey Tree Expert Co
LETTER OF CLARIFICATION NO. 1

TREE REMOVAL SERVICES, PROJECT NO. OM-20-039

TO ALL PROSPECTIVE BIDDERS

DATE: January 9, 2020

Letter of Clarification No. 1 for the above project consists of the following:

1. This acknowledgment for (see important Notice at the end of this document).

2. The bid opening date is rescheduled for January 16, 2020 at 2 p.m., City Hall, City Clerk's Office.

3. Special Provisions – page 5, Section 3-1.03 CONTRACT TERM, remove existing language and replace the paragraph with the following: “The contract term will be through December 31, 2020.”

GORDON A. MACKAY, DIRECTOR
PUBLIC WORKS DEPARTMENT

NOTICE: THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SO INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

CONTRACTOR: The Davey Tree Expert Co.

SIGNATURE OF BIDDER: __________________________

DATE: 1/13/2020

GAM: JA: VM: mj
BID FOR PUBLIC WORK

CITY OF STOCKTON

Stockton, CA January 13, 2020

TO THE HONORABLE CITY COUNCIL OF THE CITY OF STOCKTON:

Pursuant to your Notice Inviting Sealed Bids, I, we, or either of us:

The Davey tree Expert Co. (corporation)
(State whether individual, firm, corporation, association, or co-partnership)

hereby offer (and hereby promise and agree in case this bid is accepted) to furnish all labor, material, equipment and supplies necessary to complete the work mentioned in said Notice Inviting Sealed Bids in strict accordance with the plans and specifications for said work to be done and labor, materials, and equipment and supplies to be furnished, which plans and specifications are on file in the office of the City Clerk of the City of Stockton and made part hereof by reference, the same as if herein fully set out, at the following rates and prices, to-wit:
BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>13&quot; to 16&quot; dbh</td>
<td>10</td>
<td>$720</td>
<td>$7200</td>
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<tr>
<td>2</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;16&quot; to 20&quot; dbh</td>
<td>70</td>
<td>$900</td>
<td>$63000</td>
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<tr>
<td>3</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;20&quot; to 24&quot; dbh</td>
<td>60</td>
<td>$1800</td>
<td>$10800</td>
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<tr>
<td>4</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;24&quot; to 28&quot; dbh</td>
<td>30</td>
<td>$2850</td>
<td>$85500</td>
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<tr>
<td>5</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;28&quot; to 30&quot; dbh</td>
<td>15</td>
<td>$3200</td>
<td>$48000</td>
</tr>
<tr>
<td>6</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;30&quot; to 32&quot; dbh</td>
<td>6</td>
<td>$3600</td>
<td>$48000</td>
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<td>7</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;32&quot; to 34&quot; dbh</td>
<td>4</td>
<td>$4000</td>
<td>$12000</td>
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<tr>
<td>8</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;34&quot; dbh</td>
<td>2</td>
<td>$4400</td>
<td>$8800</td>
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<td>9</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;35&quot; dbh</td>
<td>2</td>
<td>$4800</td>
<td>$9600</td>
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<tr>
<td>10</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;36&quot; dbh</td>
<td>1</td>
<td>$5500</td>
<td>$5500</td>
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<tr>
<td>11</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;37&quot; to 38&quot; dbh</td>
<td>1</td>
<td>$5760</td>
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<td>Base Bid Total (Items 1 through 11)</td>
<td></td>
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<td>$374,960</td>
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TOTAL BID $374,960

BIDDER'S NAME DAVEY TREE EXPERT CO
BIDDER CERTIFICATION

The undersigned agrees that if this bid is accepted, he/she will contract with the City of Stockton in the form of contract attached hereto to perform all of the work in accordance with the contract and the drawings, specifications, and other documents incorporated therein; that he/she will take in full payment therefor, and for all other obligations assumed under the contract, the prices set forth in the following bid schedule except as otherwise provided in the specifications; and that he/she will execute such contract and furnish the required contract bonds in the manner and within the time provided in the bidding requirements and conditions. The undersigned further agrees that he/she has carefully examined the site of the work and the bid documents and any addenda thereto, and is fully informed of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work; that the only parties interested in this bid as principals are those named herein and that this bid is made without collusion with any other party; and that this bid is submitted in all respects in accordance with the bidding requirements and conditions and all other requirements of the bid documents.

A BID GUARANTY ACCOMPANIES THIS BID IN THE FORM OF: (Check one of the following)

☐ Cash, or
☐ Cashier’s check, or
☐ Certified check payable to City of Stockton, or
☐ Bidder's bond in favor of the City.

For any amount not less than ten percent (10%) of the aggregate of the bid.

ALSO ACCOMPANYING THIS BID ARE THE FOLLOWING ATTACHMENTS, PROPERLY EXECUTED AND SIGNED:

1. List of Subcontractors
2. Non-Collusion Declaration
3. DIR Self-Certification
4. Title VI Self-Certification
5. Local Employment Ordinance Acknowledgement
6. Local Business Preference Acknowledgement

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

The Davey tree Expert Co 916-443-5500 34-0176110
Name of Firm Phone Tax I.D. No.
3009 1/2 C st Sacramento CA 95816
Address City State Zip
#694001 C61/D49 C27 8/31/2020
Contractor Lic. No. & Classification Expiration Date

NOTE - State law requires bidders on public agency contracts to include on their bid: (1) their State contractors license number, (2) the license expiration date, and (3) a statement that the representations made therein are made under penalty of perjury. The law further states that "Any bid not containing this information, or bid containing information which is substantially proven false shall be considered non-responsive and shall be rejected by the public agency."

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY

Signature

BIDDER SIGN

Assistant District Manager

Title

Bid Forms Page 5 of 11 Last Revised 09/22/16
LIST OF SUBCONTRACTORS

GENERAL CONTRACTOR: THE DAVEY TREE EXPERT CO
PROJECT: CITY OF STOCKTON- TREE REMOVAL

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

<table>
<thead>
<tr>
<th>BUSINESS NAME/ADDRESS</th>
<th>LICENSE NUMBER &amp; LICENSE CLASSIFICATION</th>
<th>DEPT. OF INDUSTRIAL RELATIONS REGISTRATION NUMBER</th>
<th>TYPE OF WORK</th>
<th>AMOUNT</th>
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</table>

(SIGNATURE OF BIDDER)  BIDDER SIGN HERE
NON-COLLUSION DECLARATION
(Title 23 United States Code Section 112 and Public
Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the ASSISTANT DISTRICT MANAGER, of the davey tree expert co, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/13/2020 at Sacramento (city), CA (state).

(Signature)
DEPARTMENT OF INDUSTRIAL RELATIONS  
LABOR COMPLIANCE  
SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: The Davey tree Expert Co

BY: matt morgan

TITLE: ASSISTANT DISTRICT MANAGER

DATE: 1/13/2020
TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: The Davey tree Expert Co

BY: MATT MORGAN

ASSISTANT DISTRICT MANAGER TITLE

DATE: 1/13/2020
LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder

Date Signed 1/13/2020
LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder

Date Signed 1/13/2020
Bid Bond

CONTRACTOR:  
(Name, legal status and address)  
The Davey Tree Expert Company  
1500 North Mantua  
Kent, OH 44240

SURETY:  
(Name, legal status and principal place of business)  
Westchester Fire Insurance Company  
436 Walnut Street  
Philadelphia, PA 19106  
State of Inc.: Pennsylvania

OWNER:  
(Name, legal status and address)  
City of Stockton  
425 N. El Dorado St.  
Stockton, CA 95202

BOND AMOUNT: Ten Percent of Amount Bid (10%)

PROJECT:  
(Name, location or address, and Project number, if any)  
Tree Removal Services - Stockton, CA

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof, or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety's consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor's bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 14th day of January, 2020

The Davey Tree Expert Company  
(Principal)  
(Seal)

James F. Stiel, Executive President  
(Title)

Westchester Fire Insurance Company  
(Surety)  
(Seal)

Teresa M. Cole, Attorney-In-Fact  
(Title)
CALIFORNIA ALL-PURPOSE
CERTIFICATE OF ACKNOWLEDGMENT

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

State of Ohio  
County of Portage  
On January 14, 2020 before me, Kimberly Ball, Notary Public, personally appeared Telesa M. Cole, who proved to me on the basis of satisfactory evidence to be the person(s) whose name(s) is/are subscribed to the within instrument and acknowledged to me that he/she/they executed the same in his/her/their authorized capacity(ies), and that by his/her/their signature(s) on the instrument the person(s), or the entity upon behalf of which the person(s) acted, executed the instrument.

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

WITNESS my hand and official seal.

Notary Public Signature
My Commission Expires: July 4th, 2024

INSTRUCTIONS FOR COMPLETING THIS FORM
This form complies with current California statutes regarding notary wording and, if needed, should be completed and attached to the document. Acknowledgments from other states may be completed for documents being sent to that state so long as the wording does not require the California notary to violate California notary law.

- State and County information must be the State and County where the document signer(s) personally appeared before the notary public for acknowledgment.
- Date of notarization must be the date that the signer(s) personally appeared which must also be the same date the acknowledgment is completed.
- The notary public must print his or her name as it appears within his or her commission followed by a comma and then your title (notary public).
- Print the name(s) of document signer(s) who personally appear at the time of notarization.
- Indicate the correct singular or plural forms by crossing off incorrect forms (i.e. he/she/they- is [are] ) or circling the correct forms. Failure to correctly indicate this information may lead to rejection of document recording.
- The notary seal impression must be clear and photographically reproducible. Impression must not cover text or lines. If seal impression smudges, re-seal if a sufficient area permits, otherwise complete a different acknowledgment form.
- Signature of the notary public must match the signature on file with the office of the county clerk.
- Additional information is not required but could help to ensure this acknowledgment is not misused or attached to a different document.
- Indicate title or type of attached document, number of pages and date.
- Indicate the capacity claimed by the signer. If the claimed capacity is a corporate officer, indicate the title (i.e. CEO, CFO, Secretary).
- Securely attach this document to the signed document with a staple.
WESTCHESTER FIRE INSURANCE COMPANY

STATEMENT OF ASSETS, LIABILITIES AND SURPLUS TO POLICYHOLDERS

Statutory Basis

DECEMBER 31, 2018

(in thousands)

<table>
<thead>
<tr>
<th>ASSETS</th>
<th></th>
<th>LIABILITIES AND SURPLUS TO POLICYHOLDERS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Cash and Short Term Investments</td>
<td>$56,886</td>
<td>Outstanding Losses and Loss Expenses</td>
</tr>
<tr>
<td>United States Government, State and Municipal Bonds</td>
<td>108,524</td>
<td>Reinsurance Payable on Losses and Expenses</td>
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<tr>
<td>Other Bonds</td>
<td>48,200</td>
<td>Unearned Premiums</td>
</tr>
<tr>
<td>Stocks</td>
<td>29</td>
<td>Ceded Reinsurance Premiums Payable</td>
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<tr>
<td>Other Invested Assets</td>
<td>9,875</td>
<td>Other Liabilities</td>
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<tr>
<td>TOTAL INVESTMENTS</td>
<td>$223,314</td>
<td>TOTAL LIABILITIES</td>
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<tr>
<td>Investments in Affiliates</td>
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<td>Capital Stock</td>
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<tr>
<td>Premiums Receivable</td>
<td></td>
<td>Paid-in Surplus</td>
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<tr>
<td>Other Assets</td>
<td>115,064</td>
<td>Unassigned Funds</td>
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<td>TOTAL ADMITTED ASSETS</td>
<td>$338,378</td>
<td>SURPLUS TO POLICYHOLDERS</td>
</tr>
<tr>
<td></td>
<td></td>
<td>TOTAL LIABILITIES AND SURPLUS</td>
</tr>
</tbody>
</table>

Investments are valued in accordance with requirements of the National Association of Insurance Commissioners. At December 31, 2018, investments with a carrying value of $18,899,641 were deposited with government authorities as required by law.

STATE OF PENNSYLVANIA
COUNTY OF PHILADELPHIA

John Taylor, being duly sworn, says that he is Senior Vice President of Westchester Fire Insurance Company and that to the best of his knowledge and belief the foregoing is a true and correct statement of the said Company's financial condition as of the 31st day of December, 2018.

Sweon before me that

March 19, 2019

[Signature]
Senior Vice President

[Signature]
Notary Public

August 8, 2019

[Seal]
Notarial Seal

COMMONWEALTH OF PENNSYLVANIA

NOTARIAL SEAL

Diane Wright, Notary Public
City of Philadelphia, Philadelphia County
My Commission Expires Aug. 8, 2018

MEMBER, PENNSYLVANIA ASSOCIATION OF NOTARIES
CHUBB®
Power of Attorney
Westchester Fire Insurance Company | ACE American Insurance Company

Know All by These Presents, that WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, corporations of the Commonwealth of Pennsylvania, do hereby constitute and appoint Teresa M. Cole, Diane Fletcher, Rachael Renea King, Alexandra Kluczko, Ann Marie Messino, Colleen Reed, Rachel W. Slippery and Kandice Young of Kent, Ohio, each as their true and lawful Attorney-in-Fact to execute under such designation in their names and to affix their corporate seals to and deliver for and on their behalf as surety thereon or otherwise, bonds and undertakings and other writings obligatory in the nature thereof (other than bail bonds) not to exceed Five Million and 00/100 Dollars ($5,000,000.00), given or executed in the course of business on behalf of THE DAVEY TREE EXPERT COMPANY and all Subsidiaries alone or in joint venture as principal. And the execution of such bond or obligation by such Attorney-in-Fact in the Company's name and on its behalf as surety thereon or otherwise, under its corporate seal, in pursuance of the authority hereby conferred shall, upon delivery thereof, be valid and binding upon the Company.

In Witness Whereof, WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY have each executed and attested these presents and affixed their corporate seals on this 17th day of October, 2019.

Dawn M. Chlors, Assistant Secretary

Stephen M. Haney, Vice President

STATE OF NEW JERSEY
County of Hunterdon

On this 17th day of October, 2019, before me, a Notary Public of New Jersey, personally came Dawn M. Chlors, to me known to be Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY, the companies which executed the foregoing Power of Attorney, and the said Dawn M. Chlors, being by me duly sworn, did depose and say that she is Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY and knows the corporate seals thereof, that the seals affixed to the foregoing Power of Attorney are such corporate seals and were thereto affixed by authority of said Companies; and that she signed said Power of Attorney as Assistant Secretary of said Companies by like authority; and that she is acquainted with Stephen M. Haney, and knows him to be Vice President of said Companies; and that the signature of Stephen M. Haney, subscribed to said Power of Attorney is in the genuine handwriting of Stephen M. Haney, and was thereto subscribed by authority of said Companies and in deponent's presence.

Notarial Seal

KATHERINE J. ADENAA
NOTARY PUBLIC OF NEW JERSEY
No. 231685
Commission Expires July 14, 2024

CERTIFICATION

Resolutions adopted by the Board of Directors of WESTCHESTER FIRE INSURANCE COMPANY on December 11, 2009 - ACE AMERICAN INSURANCE COMPANY on March 20, 2009:

"RESOLVED, that the following authorizations relate to the execution for and on behalf of the Company, of bonds, undertakings, recognizances, contracts and other written commitments of the Company entered into in the ordinary course of business (each a "Written Commitment");

1. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise.

2. Each duly appointed attorney-in-fact of the Company is hereby authorized to execute any Written Commitment for and on behalf of the Company, under the seal of the Company or otherwise; to the extent that such action is authorized by the grant of powers provided for in such person's written appointment as such attorney-in-fact.

3. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to appoint in writing any person the attorney-in-fact of the Company with full power and authority to execute, for and on behalf of the Company, under the seal of the Company or otherwise, such Written Commitments of the Company as may be specified in such written appointment, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

4. Each of the Chairman, the President and the Vice Presidents of the Company is hereby authorized, for and on behalf of the Company, to delegate in writing to any other officer of the Company the authority to execute, for and on behalf of the Company, under the Company's seal or otherwise, such Written Commitments of the Company as are specified in such written delegation, which specification may be by general type or class of Written Commitments or by specification of one or more particular Written Commitments.

5. The signature of any officer or other person executing any Written Commitment or appointment or delegation pursuant to this Resolution, and the seal of the Company, may be affixed by facsimile on such Written Commitment or written appointment or delegation.

FURTHER RESOLVED, that the foregoing Resolutions shall not be deemed to be an exclusive statement of the powers and authority of officers, employees and other persons to act for and on behalf of the Company, and such resolution shall not limit or otherwise affect the exercise of any such power or authority otherwise validly granted or vested."

I, Dawn M. Chlors, Assistant Secretary of WESTCHESTER FIRE INSURANCE COMPANY and ACE AMERICAN INSURANCE COMPANY (the "Companies") do hereby certify that

(i) the foregoing Resolutions adopted by the Board of Directors of the Companies are true, correct and in full force and effect,

(ii) the foregoing Power of Attorney is true, correct and in full force and effect.

Given under my hand and seals of said Companies at Whitehouse Station, Nj, this 1st, January, 2020.

Dawn M. Chlors, Assistant Secretary

IN THE EVENT YOU WISH TO VERIFY THE AUTHENTICITY OF THIS BOND OR NOTIFY US OF ANY OTHER MATTER, PLEASE CONTACT US AT:
Telephone 0903-3493 Fax 0903-3696 e-mail: safety@chub.com

WFIC-ANC ACCOUNT - L&A (rev. 12-19) THIS POWER OF ATTORNEY MAY NOT BE USED TO EXECUTE ANY BOND WITH AN INCEPTION DATE AFTER October 14, 2021
Did you complete and/or properly sign:

- You have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.
- Review and sign all Letters of Clarification on the City web site at [www.stocktonca.gov/pwbid](http://www.stocktonca.gov/pwbid) prior to submitting your bid. Submit signed letters with bid.
- List of Subcontractors (Bid Forms)
- Non-Collusion Declaration form (Bid Forms)
- Department of Industrial Relations Labor Compliance Self-Certification (Bid Forms)
- Title VI Violation Self-Certification (Bid Forms)
- Registered with the Department of Industrial Relations (California Labor Code Section 1725.5)
- Submit proof of registration (registration number, contractor name, license type/number) from Department of Industrial Relations for all Contractors/Subcontractors (regardless of tier). Proof of registration is due with bid submittal. Subcontractor proof of registration is due no later than four business days after bid opening. Bids will not be accepted from unregistered contractors.
- Local Employment Ordinance form (Bid Forms)
- Local Business Preference Ordinance form (Bid Forms)
- Advise all subcontractors of prevailing wage rate, apprenticeship, Title VI, DIR, and all other contract compliance requirements
- Include your 10% bidder’s security (bidder’s bond, certified or cashier’s check)
- Review and understand all Questions/Answers/Clarifications on the City web site at [www.stocktonca.gov/pwbid](http://www.stocktonca.gov/pwbid) prior to submitting your bid.
- Submit company name and contact information to Miguel Mendoza at [Miguel.Mendoza@stocktonca.gov](mailto:Miguel.Mendoza@stocktonca.gov)
- Attend Job Walk, if mandatory: N/A
- Submit one (1) Original of all bid documents
- Deliver the sealed bid proposal to City Hall, City Clerk’s Office (1st floor), 425 N. El Dorado Street, Stockton, CA 95202 not later than Thursday, January 16, 2 pm. Sealed bid shall be marked "BID" and indicate project name, number, and bid opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk’s Office. This could result in the bid arriving in the City Clerk’s Office after the bid opening deadline and therefore not being accepted.
Bid Prepared for:

CITY OF STOCKTON

City of Stockton

Tree Removal Services

RFB# OM-20-039

Proposals Due: January 9, 2020 at 2:00pm

Submitted by:

New Image Landscape Company
3250 Darby Common, Fremont, CA 94539
License # 719106
January 9, 2020

City of Stockton
% Mitch Jackson, Public Works Department
22 East Weber Avenue, Room 301
Stockton, CA 95202

RE: Tree Removal Services

On behalf of New Image Landscape Company, please accept the attached documents as our proposal for the landscape maintenance service. We have reviewed the scope of work and as providers of high-quality landscape maintenance services, we are sure to be able to execute all. We are particularly proud of the commitment and dedication of our professional staff and our ability to partner with municipalities to better, not only their landscape, but the community and environment as well.

New Image Landscape Company was first incorporated by California Corporation in 1996 and the President/CEO is Brian Takehara. As of this date, we currently have about 200 employees, across our 10 Northern California branches, ranging from Sacramento all the way to Salinas/Monterey County. For this account, we will be providing our services out of our service branch in Sunol. Proposer has no prior or ongoing contract failures, civil or criminal litigation or pending investigation.

Thank you for the opportunity to provide you with a comprehensive landscape maintenance service proposal. We look forward to the opportunity to work with you on this project. Please do not hesitate to call with any questions.

Sincerely,

New Image Landscape Company

Russell Takehara

Russell Takehara
VP/General Manager
TO THE HONORABLE CITY COUNCIL OF THE CITY OF STOCKTON:

Pursuant to your Notice Inviting Sealed Bids, I, we, or either of us:

________________________
New Image Landscape Company - Corporation  
(State whether individual, firm, corporation, association, or co-partnership)

hereby offer (and hereby promise and agree in case this bid is accepted) to furnish all labor, material, equipment and supplies necessary to complete the work mentioned in said Notice Inviting Sealed Bids in strict accordance with the plans and specifications for said work to be done and labor, materials, and equipment and supplies to be furnished, which plans and specifications are on file in the office of the City Clerk of the City of Stockton and made part hereof by reference, the same as if herein fully set out, at the following rates and prices, to-wit:
TREE REMOVAL SERVICES  
PROJECT NO. OM-20-039

**BIDDING SCHEDULE**

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>13&quot; to 16&quot; dbh</td>
<td>10</td>
<td>$660</td>
<td>$6,600</td>
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<tr>
<td>2</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;16&quot; to 20&quot; dbh</td>
<td>70</td>
<td>$900</td>
<td>$63,000</td>
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<tr>
<td>3</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;20&quot; to 24&quot; dbh</td>
<td>60</td>
<td>$1,140</td>
<td>$68,400</td>
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<tr>
<td>4</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;24&quot; to 28&quot; dbh</td>
<td>30</td>
<td>$1,380</td>
<td>$41,400</td>
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<tr>
<td>5</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;28&quot; to 30&quot; dbh</td>
<td>15</td>
<td>$1,620</td>
<td>$24,300</td>
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<tr>
<td>6</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;30&quot; to 32&quot; dbh</td>
<td>6</td>
<td>$2,420</td>
<td>$14,520</td>
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<tr>
<td>7</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;32&quot; to 34&quot; dbh</td>
<td>4</td>
<td>$3,220</td>
<td>$12,880</td>
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<tr>
<td>8</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;34&quot; dbh</td>
<td>2</td>
<td>$4,020</td>
<td>$8,040</td>
</tr>
<tr>
<td>9</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;35&quot; dbh</td>
<td>2</td>
<td>$4,320</td>
<td>$8,640</td>
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<tr>
<td>10</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;36&quot; dbh</td>
<td>1</td>
<td>$5,620</td>
<td>$5,620</td>
</tr>
<tr>
<td>11</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;37&quot; to 38&quot; dbh</td>
<td>1</td>
<td>$8,120</td>
<td>$8,120</td>
</tr>
</tbody>
</table>

Base Bid Total (Items 1 through 11) | $261,520

**TOTAL BID** | $261,520

**BIDDER'S NAME**  New Image Landscape Company

Bid Forms  Page 4 of 11  Last Revised 09/22/16
BIDDER CERTIFICATION

The undersigned agrees that if this bid is accepted, he/she will contract with the City of Stockton in the form of contract attached hereto to perform all of the work in accordance with the contract and the drawings, specifications, and other documents incorporated therein; that he/she will take in full payment therefor, and for all other obligations assumed under the contract, the prices set forth in the following bid schedule except as otherwise provided in the specifications; and that he/she will execute such contract and furnish the required contract bonds in the manner and within the time provided in the bidding requirements and conditions. The undersigned further agrees that he/she has carefully examined the site of the work and the bid documents and any addenda thereto, and is fully informed of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work; that the only parties interested in this bid as principals are those named herein and that this bid is made without collusion with any other party; and that this bid is submitted in all respects in accordance with the bidding requirements and conditions and all other requirements of the bid documents.

A BID GUARANTY ACCOMPANIES THIS BID IN THE FORM OF: (Check one of the following)

☐ Cash, or
☐ Cashier’s check, or
☐ Certified check payable to City of Stockton, or
☑ Bidder’s bond in favor of the City.

For any amount not less than ten percent (10%) of the aggregate of the bid.

ALSO ACCOMPANYING THIS BID ARE THE FOLLOWING ATTACHMENTS, PROPERLY EXECUTED AND SIGNED:

1. List of Subcontractors
2. Non-Collusion Declaration
3. DIR Self-Certification
4. Title VI Self-Certification
5. Local Employment Ordinance Acknowledgement
6. Local Business Preference Acknowledgement

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

New Image Landscape Company (510) 226-9191 94-3235925
Name of Firm Phone Tax I.D. No.
3250 Darby Common Fremont CA 94539
Address City State Zip
License No. 719106 Classification: C-27, C-61, D-49 2/29/2020
Contractor Lic. No. & Classification Expiration Date

NOTE - State law requires bidders on public agency contracts to include on their bid: (1) their State contractors license number, (2) the license expiration date, and (3) a statement that the representations made therein are made under penalty of perjury. The law further states that "Any bid not containing this information, or bid containing information which is substantially proven false shall be considered non-responsive and shall be rejected by the public agency."

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY

[Signature]

BIDDER SIGN \(\rightarrow \) HERE

Vice President Title

Bid Forms Page 5 of 11 Last Revised 09/22/16
LIST OF SUBCONTRACTORS

GENERAL CONTRACTOR:  New Image Landscape Company

PROJECT:  Tree Removal Services

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

<table>
<thead>
<tr>
<th>BUSINESS NAME/ADDRESS</th>
<th>LICENSE NUMBER &amp; LICENSE CLASSIFICATION</th>
<th>DEPT. OF INDUSTRIAL RELATIONS REGISTRATION NUMBER</th>
<th>TYPE OF WORK</th>
<th>AMOUNT</th>
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</thead>
<tbody>
<tr>
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</tbody>
</table>

(SIGNATURE OF BIDDER)  

BIDDER SIGN HERE
NON-COLLUSION DECLARATION
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the ______ Vice President _____ of New Image Landscape Company, the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on ___1/9/2020___ at Fremont (city), ___CA___ (state).

(Signature)

Last Revised 09/22/16
DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: New Image Landscape Company

BY: _____________________________

TITLE: Vice President

DATE: January 9, 2020
TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: New Image Landscape Company

BY: [Signature]

Vice President
TITLE

DATE: January 9, 2020
LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder

Date Signed January 9, 2020
LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder

Date Signed January 9, 2020
<table>
<thead>
<tr>
<th>Adlers</th>
<th>Employer Name</th>
<th>Registration #</th>
<th>Registration Type</th>
<th>Jurisdiction Date</th>
<th>Status</th>
<th>Effective Date</th>
<th>Expiration Date</th>
<th>Payment Status</th>
<th>Balance Due</th>
<th>Exam Status</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td>NEW JAVA LANDSCAPE COMPANY</td>
<td>1234567890</td>
<td>Private</td>
<td>2001-01-01</td>
<td>Active</td>
<td>2001-01-01</td>
<td>2002-01-01</td>
<td>Paid</td>
<td>$1000</td>
<td>null</td>
</tr>
</tbody>
</table>
CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT
MUNICIPAL SERVICE CENTER • 1465 S. Lincoln Street • Stockton, CA 95206-1941 • 209 / 937-6341 • Fax 209 / 937-8883
stocktonca.gov

LETTER OF CLARIFICATION NO. 1

TREE REMOVAL SERVICES, PROJECT NO. OM-20-039

TO ALL PROSPECTIVE BIDDERS

DATE: January 9, 2020

Letter of Clarification No. 1 for the above project consists of the following:

1. This acknowledgment for (see important Notice at the end of this document).

2. The bid opening date is rescheduled for January 16, 2020 at 2 p.m., City Hall, City Clerk’s Office.

3. Special Provisions – page 5, Section 3-1.03 CONTRACT TERM, remove existing language and replace the paragraph with the following: “The contract term will be through December 31, 2020.”

GORDON A. MACKAY, DIRECTOR
PUBLIC WORKS DEPARTMENT

NOTICE: THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SO INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

CONTRACTOR: New Image Landscape Company

SIGNATURE OF BIDDER: ________________________________

DATE: January 14, 2020

GAM:JA:VM:mj
BID BOND

KNOW ALL MEN BY THESE PRESENTS: That We, New Image Landscape Company, as Principal, and Philadelphia Indemnity Insurance Company, a corporation organized and existing under the laws of the State of Pennsylvania, and authorized to do business in the State of California as Surety, are held and firmly bound unto the City of Stockton, as Obligee, in the sum of Ten Percent of the Total Amount Bid— DOLLARS ($10% of Total Amount Bid), lawful money of the United States of America, to the payment of which sum well and truly to be made, the said Principal and Surety bind themselves, their and each of their heirs, executors, administrators, successors and assigns, jointly and severally by these presents.

THE CONDITION OF THIS OBLIGATION IS SUCH, that, if the Obligee shall make any award to the Principal for:

Tree Removal Services – Project No. OM-20-039

according to the terms of the proposal or bid made by the Principal therefor, and the Principal shall duly make and enter into a contract with the Obligee in accordance with the terms of said proposal or bid and award and shall give bond for the faithful performance thereof, with the Philadelphia Indemnity Insurance Company as Surety or with other Surety or Sureties approved by the Obligee, or if the Principal shall, in case of failure so to do, pay to the Obligee the damages which the Obligee may suffer by reason of such failure not exceeding the penalty of this bond, then this obligation shall be null and void; otherwise it shall be and remain in full force and effect.

Signed, sealed and dated this 8th day of January, 2020.

New Image Landscape Company
(Principal) (Seal)

By: ____________________________

Philadelphia Indemnity Insurance Company
(Surety) (Seal)

By: ____________________________
Rosa E. Rivas, Attorney-In-Fact
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California

County of Los Angeles

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

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

WITNESS my hand and official seal.

Signature ___________________ Signature of Notary Public
PHILADELPHIA INDEMNITY INSURANCE COMPANY
One Bala Plaza, Suite 100
Bala Cynwyd, PA 19004-0950

Power of Attorney

KNOW ALL PERSONS BY THESE PRESENTS: That PHILADELPHIA INDEMNITY INSURANCE COMPANY (the Company), a corporation organized and existing under the laws of the Commonwealth of Pennsylvania, does hereby constitute and appoint Simone Gerhard, KeAna Wespato, Nathan Vamold, Edward C. Seifert, Thomas S. Brantley, Marina Tiptop, April Martinez, Samantha Fazeli and Rosa F. Rivas of Aon Risk Services West, Inc., its true and lawful Attorney-in-Fact with full authority to execute on its behalf bonds, undertakings, recognizances and other contracts of indemnity and writings obligatory in the nature thereof, issued in the course of its business and to bind the Company thereby, in an amount not to exceed $50,000,000.

This Power of Attorney is granted and is signed and sealed by facsimile under and by the authority of the following Resolution adopted by the Board of Directors of PHILADELPHIA INDEMNITY INSURANCE COMPANY on the 14th of November, 2016.

RESOLVED:

That the Board of Directors hereby authorizes the President or any Vice President of the Company: (1) to appoint Attorney(s) in Fact and authorize the Attorney(s) in Fact to execute on behalf of the Company bonds and undertakings, contracts of indemnity and other writings obligatory in the nature thereof and to attach the seal of the Company thereto; and (2) to remove, at any time, any such Attorney-in-Fact and revoke the authority given. And, be it

FURTHER RESOLVED:

That the signatures of such officers and the seal of the Company may be affixed to any such Power of Attorney or certificate relating thereto by facsimile, and any such Power of Attorney so executed and certified by facsimile signatures and facsimile seal shall be valid and binding upon the Company in the future with respect to any bond or undertaking to which it is attached.

IN TESTIMONY WHEREOF, PHILADELPHIA INDEMNITY INSURANCE COMPANY HAS CAUSED THIS INSTRUMENT TO BE SIGNED AND ITS CORPORATE SEAL TO BE AFFIXED BY ITS AUTHORIZED OFFICE THIS 27th DAY OF OCTOBER, 2017.

(Seal)

Robert D. O'Leary Jr., President & CEO
Philadelphia Indemnity Insurance Company

On this 27th day of October, 2017, before me came the individual who executed the preceding instrument, to me personally known, and being by me duly sworn said that he is the therein described and authorized officer of the PHILADELPHIA INDEMNITY INSURANCE COMPANY, that the seal affixed to said instrument is the Corporate seal of said Company; that such Corporate Seal and his signature were duly affixed.

(Notary Seal)

Notary Public: Morgan Knopp
notarizing in the Commonwealth of Pennsylvania, in and for the County of Montgomery
My commission expires: September 25, 2021

I, Edward Sayago, Corporate Secretary of PHILADELPHIA INDEMNITY INSURANCE COMPANY, do hereby certify that the foregoing resolution of the Board of Directors and the Power of Attorney issued pursuant there to on the 27th day of October, 2017 are true and correct and are still in full force and effect. I do further certify that Robert D. O'Leary Jr., who executed the Power of Attorney as President, was on the date of execution of the attached Power of Attorney the duly elected President of PHILADELPHIA INDEMNITY INSURANCE COMPANY.

In Testimony Whereof I have subscribed my name and affixed the facsimile seal of each Company this _____ day of JAN 03 2020

Edward Sayago, Corporate Secretary
PHILADELPHIA INDEMNITY INSURANCE COMPANY
CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT
MUNICIPAL SERVICE CENTER • 1485 S. Lincoln Street • Stockton, CA 95206-1941 • 209 / 937-8341 • Fax 209 / 937-8883
stocktoncov.com

LETTER OF CLARIFICATION NO. 1
TREE REMOVAL SERVICES, PROJECT NO. OM-20-039

TO ALL PROSPECTIVE BIDDERS

DATE: January 9, 2020

Letter of Clarification No. 1 for the above project consists of the following:

1. This acknowledgment for (see important Notice at the end of this document).

2. The bid opening date is rescheduled for January 16, 2020 at 2 p.m., City Hall, City Clerk’s Office.

3. Special Provisions – page 5, Section 3-1.03 CONTRACT TERM, remove existing language and replace the paragraph with the following: “The contract term will be through December 31, 2020.”

GORDON A. MACKAY, DIRECTOR
PUBLIC WORKS DEPARTMENT

NOTICE: THIS FORM MUST BE SIGNED AND RETURNED WITH YOUR BID. FAILURE TO SO INCLUDE OR ACKNOWLEDGE A CLARIFICATION MAY RESULT IN THE BID BEING REJECTED AS NOT RESPONSIVE.

CONTRACTOR: The Professional Tree Care Co

SIGNATURE OF BIDDER: 

DATE: 1/10/2020
CITY OF
STOCKTON

PUBLIC WORKS DEPARTMENT

BID FORMS
FOR

TREE REMOVAL SERVICES

PROJECT NO. OM-20-039

DO NOT DETACH ANY OF THIS MATERIAL
THIS CONSTITUTES YOUR BID PROPOSAL

SUBMIT ONE ORIGINAL OF THIS BID PROPOSAL

Job Walk: N/A

BID OPENING: January 9, 2 pm, City Hall, Clerk's Office

BIDDER'S NAME: The Professional Tree Care Co.
Did you complete and/or properly sign:

☐ You have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.

☐ Review and sign all Letters of Clarification on the City web site at www.stocktonca.gov/pwbid prior to submitting your bid. Submit signed letters with bid.

☐ List of Subcontractors (Bid Forms)

☐ Non-Collusion Declaration form (Bid Forms)

☐ Department of Industrial Relations Labor Compliance Self-Certification (Bid Forms)

☐ Title VI Violation Self-Certification (Bid Forms)

☐ Registered with the Department of Industrial Relations (California Labor Code Section 1725.5)

☐ Submit proof of registration (registration number, contractor name, license type/number) from Department of Industrial Relations for all Contractors/Subcontractors (regardless of tier). Proof of registration is due with bid submittal. Subcontractor proof of registration is due no later than four business days after bid opening. Bids will not be accepted from unregistered contractors.

☐ Local Employment Ordinance form (Bid Forms)

☐ Local Business Preference Ordinance form (Bid Forms)

☐ Advise all subcontractors of prevailing wage rate, apprenticeship, Title VI, DIR, and all other contract compliance requirements

☐ Include your 10% bidder’s security (bidder’s bond, certified or cashier’s check)

☐ Review and understand all Questions/Answers/Clarifications on the City web site at www.stocktonca.gov/pwbid prior to submitting your bid

☐ Submit company name and contact information to Miguel Mendoza at Miguel.Mendoza@stocktonca.gov

☐ Attend Job Walk, if mandatory: N/A

☐ Submit one (1) Original of all bid documents

☐ Deliver the sealed bid proposal to City Hall, City Clerk’s Office (1st floor), 425 N. El Dorado Street, Stockton, CA 95202 not later than Thursday, January 9, 2 pm. Sealed bid shall be marked "BID" and indicate project name, number, and bid opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk’s Office. This could result in the bid arriving in the City Clerk’s Office after the bid opening deadline and therefore not being accepted.
TO THE HONORABLE CITY COUNCIL OF THE CITY OF STOCKTON:

Pursuant to your Notice Inviting Sealed Bids, I, we, or either of us:

The Professional Tree Care Co., a California Corporation

(State whether individual, firm, corporation, association, or co-partnership)

hereby offer (and hereby promise and agree in case this bid is accepted) to furnish all labor, material, equipment and supplies necessary to complete the work mentioned in said Notice Inviting Sealed Bids in strict accordance with the plans and specifications for said work to be done and labor, materials, and equipment and supplies to be furnished, which plans and specifications are on file in the office of the City Clerk of the City of Stockton and made part hereof by reference, the same as if herein fully set out, at the following rates and prices, to-wit:
TREE REMOVAL SERVICES  
PROJECT NO. OM-20-039

BIDDING SCHEDULE

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor's overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>13&quot; to 16&quot; dbh</td>
<td>10</td>
<td>$750.00</td>
<td>$7,500.00</td>
</tr>
<tr>
<td>2</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>&gt;16&quot; to 20&quot; dbh</td>
<td>70</td>
<td>$1,750.00</td>
<td>$122,500.00</td>
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<tr>
<td>3</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>&gt;20&quot; to 24&quot; dbh</td>
<td>60</td>
<td>$2,300.00</td>
<td>$138,000.00</td>
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<tr>
<td>4</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>&gt;24&quot; to 28&quot; dbh</td>
<td>30</td>
<td>$2,750.00</td>
<td>$82,500.00</td>
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<tr>
<td>5</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>&gt;28&quot; to 30&quot; dbh</td>
<td>15</td>
<td>$2,750.00</td>
<td>$41,250.00</td>
</tr>
<tr>
<td>6</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>&gt;30&quot; to 32&quot; dbh</td>
<td>6</td>
<td>$2,750.00</td>
<td>$16,500.00</td>
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<tr>
<td>7</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>&gt;32&quot; to 34&quot; dbh</td>
<td>4</td>
<td>$2,750.00</td>
<td>$11,000.00</td>
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<tr>
<td>8</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>&gt;34&quot; dbh</td>
<td>2</td>
<td>$3,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>9</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>&gt;35&quot; dbh</td>
<td>2</td>
<td>$3,000.00</td>
<td>$6,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>&gt;36&quot; dbh</td>
<td>1</td>
<td>$3,500.00</td>
<td>$3,500.00</td>
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<tr>
<td>11</td>
<td>Tree with Tree Stump Removal (&quot;(&quot;) = trunk diameter at breast height that is greater than)</td>
<td>&gt;37&quot; to 38&quot; dbh</td>
<td>1</td>
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<td>Base Bid Total (Items 1 through 11)</td>
<td></td>
<td></td>
<td></td>
<td>$438,250.00</td>
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</tbody>
</table>

TOTAL BID $438,250.00

BIDDER'S NAME  The Professional Tree Care Co.

Bid Forms  Page 4 of 11  Last Revised 09/22/16
BIDDER CERTIFICATION

The undersigned agrees that if this bid is accepted, he/she will contract with the City of Stockton in the form of contract attached hereto to perform all of the work in accordance with the contract and the drawings, specifications, and other documents incorporated therein; that he/she will take in full payment therefor, and for all other obligations assumed under the contract, the prices set forth in the following bid schedule except as otherwise provided in the specifications; and that he/she will execute such contract and furnish the required contract bonds in the manner and within the time provided in the bidding requirements and conditions. The undersigned further agrees that he/she has carefully examined the site of the work and the bid documents and any addenda thereto, and is fully informed of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work; that the only parties interested in this bid as principals are those named herein and that this bid is made without collusion with any other party; and that this bid is submitted in all respects in accordance with the bidding requirements and conditions and all other requirements of the bid documents.

A BID GUARANTY ACCOMPANIES THIS BID IN THE FORM OF: (Check one of the following)

☐ Cash, or
☐ Cashier's check, or
☐ Certified check payable to City of Stockton, or
☒ Bidder’s bond in favor of the City.

For any amount not less than ten percent (10%) of the aggregate of the bid.

ALSO ACCOMPANYING THIS BID ARE THE FOLLOWING ATTACHMENTS, PROPERLY EXECUTED AND SIGNED:

1. List of Subcontractors
2. Non-Collusion Declaration
3. DIR Self-Certification
4. Title VI Self-Certification
5. Local Employment Ordinance Acknowledgement
6. Local Business Preference Acknowledgement

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

The Professional Tree Care Co.  510-549-3954  94-3226896

<table>
<thead>
<tr>
<th>Name of Firm</th>
<th>Phone</th>
<th>Tax I.D. No.</th>
</tr>
</thead>
<tbody>
<tr>
<td>2828 8th Street</td>
<td>Berkeley, CA</td>
<td>94710</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>City</th>
<th>State</th>
<th>Zip</th>
</tr>
</thead>
<tbody>
<tr>
<td>676952</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Contractor Lic. No. &amp; Classification</th>
<th>Expiration Date</th>
</tr>
</thead>
<tbody>
<tr>
<td>C21, C27, C31, C61/D49</td>
<td>10/31/21</td>
</tr>
</tbody>
</table>

NOTE - State law requires bidders on public agency contracts to include on their bid: (1) their State contractors license number, (2) the license expiration date, and (3) a statement that the representations made therein are made under penalty of perjury. The law further states that "Any bid not containing this information, or bid containing information which is substantially proven false shall be considered non-responsive and shall be rejected by the public agency."

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY

BIDDER SIGN ← HERE

Signature

Bid Coordinator

Title

Bid Forms  Page 5 of 11  Last Revised 09/22/16
Bid Bond

CONTRACTOR: The Professional Tree Care Co.  
2828 8th Street  
Berkeley, CA 94710

SURETY: Western Surety Company  
8880 Cal Center Drive, Suite 410  
Sacramento, CA 95826

OWNER: City of Stockton  
425 N. El Dorado Street  
Stockton, CA 95202

BOND AMOUNT: Ten percent (10%) of the amount bid

PROJECT: Tree Removal Services OM-20-039

The Contractor and Surety are bound to the Owner in the amount set forth above, for the payment of which the Contractor and Surety bind themselves, their heirs, executors, administrators, successors and assigns, jointly and severally, as provided herein. The conditions of this Bond are such that if the Owner accepts the bid of the Contractor within the time specified in the bid documents, or within such time period as may be agreed to by the Owner and Contractor, and the Contractor either (1) enters into a contract with the Owner in accordance with the terms of such bid, and gives such bond or bonds as may be specified in the bidding or Contract Documents, with a surety admitted in the jurisdiction of the Project and otherwise acceptable to the Owner, for the faithful performance of such Contract and for the prompt payment of labor and material furnished in the prosecution thereof; or (2) pays to the Owner the difference, not to exceed the amount of this Bond, between the amount specified in said bid and such larger amount for which the Owner may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect. The Surety hereby waives any notice of an agreement between the Owner and Contractor to extend the time in which the Owner may accept the bid. Waiver of notice by the Surety shall not apply to any extension exceeding sixty (60) days in the aggregate beyond the time for acceptance of bids specified in the bid documents, and the Owner and Contractor shall obtain the Surety’s consent for an extension beyond sixty (60) days.

If this Bond is issued in connection with a subcontractor’s bid to a Contractor, the term Contractor in this Bond shall be deemed to be Subcontractor and the term Owner shall be deemed to be Contractor.

When this Bond has been furnished to comply with a statutory or other legal requirement in the location of the Project, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted herefrom and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. When so furnished, the intent is that this Bond shall be construed as a statutory bond and not as a common law bond.

Signed and sealed this 13th day of January, 2020.

The Professional Tree Care Co.

(Witness)  (Principal)  (Seal)

(Witness)

Western Surety Company

(Surety)  (Title)  (Seal)

By:  (Title)  Jocelyn Y. Quirt, Attorney-in-Fact

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ACKNOWLEDGMENT

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

State of California
County of Calaveras

On January 13, 2020 before me, A. Leonard, Notary Public

(insert name and title of the officer)

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

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

WITNESS my hand and official seal.

Signature

(Seal)
POWER OF ATTORNEY APPOINTING INDIVIDUAL ATTORNEY-IN-FACT

Know All Men By These Presents, That WESTERN SURETY COMPANY, a South Dakota corporation, is a duly organized and existing corporation having its principal office in the City of Sioux Falls, and State of South Dakota, and that it does by virtue of the signature and seal herein affixed hereby make, constitute and appoint

Jocelyn Y Quirt, Individually

of Valley Springs, CA, its true and lawful Attorney(s)-in-Fact with full power and authority hereby conferred to sign, seal and execute for and on its behalf bonds, undertakings and other obligatory instruments of similar nature

- In Unlimited Amounts -

and to bind it thereby as fully and to the same extent as if such instruments were signed by a duly authorized officer of the corporation and all the acts of said Attorney, pursuant to the authority hereby given, are hereby ratified and confirmed.

This Power of Attorney is made and executed pursuant to and by authority of the By-Law printed on the reverse hereof, duly adopted, as indicated, by the shareholders of the corporation.

In Witness Whereof, WESTERN SURETY COMPANY has caused these presents to be signed by its Vice President and its corporate seal to be hereto affixed on this 19th day of April, 2018.

WESTERN SURETY COMPANY

Paul T. Bruflat, Vice President

State of South Dakota

County of Minnehaha

ss

On this 19th day of April, 2018, before me personally came Paul T. Bruflat, to me known, who, being by me duly sworn, did depose and say: that he resides in the City of Sioux Falls, State of South Dakota; that he is the Vice President of WESTERN SURETY COMPANY described in and which executed the above instrument; that he knows the seal of said corporation; that the seal affixed to the said instrument is such corporate seal; that it was so affixed pursuant to authority given by the Board of Directors of said corporation and that he signed his name thereto pursuant to like authority, and acknowledges same to be the act and deed of said corporation.

My commission expires

June 23, 2021

CERTIFICATE

I, L. Nelson, Assistant Secretary of WESTERN SURETY COMPANY do hereby certify that the Power of Attorney hereinafore set forth is still in force, and further certify that the By-Law of the corporation printed on the reverse hereof is still in force. In testimony whereof I have hereunto subscribed my name and affixed the seal of the said corporation this 13th day of January, 2020.

L. Nelson, Assistant Secretary

Form #4280-7-2012

Go to www.cnasurety.com > Owner / Obligee Services > Validate Bond Coverage, if you want to verify bond authenticity.
Authorizing By-Law

ADOPTED BY THE SHAREHOLDERS OF WESTERN SURETY COMPANY

This Power of Attorney is made and executed pursuant to and by authority of the following By-Law duly adopted by the shareholders of the Company.

Section 7. All bonds, policies, undertakings, Powers of Attorney, or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, and Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or agents who shall have authority to issue bonds, policies, or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile.
LIST OF SUBCONTRACTORS

GENERAL CONTRACTOR: The Professional Tree Care Co.

PROJECT: Tree Removal Services

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

<table>
<thead>
<tr>
<th>BUSINESS NAME/ADDRESS</th>
<th>LICENSE NUMBER &amp; LICENSE CLASSIFICATION</th>
<th>DEPT. OF INDUSTRIAL RELATIONS REGISTRATION NUMBER</th>
<th>TYPE OF WORK</th>
<th>AMOUNT</th>
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</table>

(SIGNATURE OF BIDDER)

BIDDER SIGN HERE

Bid Forms Page 6 of 11 Last Revised 09/22/16
NON-COLLUSION DECLARATION
(Title 23 United States Code Section 112 and Public Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:
I am the Bid Coordinator, of The Professional Tree Care Co., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on 1/6/20 at Berkeley (city), CA (state).

(Signature)
DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: The Professional Tree Care Co.

BY: Charles Slesinger

TITLE: Bid Coordinator

DATE: January 6, 2020
TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: The Professional Tree Care Co.

BY: Charles Slesinger

Bid Coordinator

DATE: January 6, 2020
LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton's Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

Signature of Bidder

Date Signed January 6, 2020
LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder ______________________

Date Signed January 6, 2020
KNOW ALL MEN BY THESE PRESENTS:

That we, WEST COAST ARBORISTS, INC.

as Principal, (hereinafter called the "Principal"), and Contractors Bonding and Insurance Company of Seattle, Washington, a corporation duly organized under the laws of the State of Washington, as Surety, (hereinafter called the "Surety"), are held firmly bound unto

CITY OF STOCKTON

as Obligee, (hereinafter called the "Obligee"),

in the sum of TEN PERCENT OF THE AMT. BID

not to exceed TEN PERCENT OF THE AMT. BID

($10% of the amt bid), for the payment of which sum well and truly to be made, the said Principal and the said Surety, bind ourselves, our heirs, executors, administrators, successors and assigns, jointly and severally, firmly by these presents.

WHEREAS, the Principal has submitted a bid for TREE REMOVAL SERVICES

NOW, THEREFORE, if the Obligee shall accept the bid of the Principal and the Principal shall enter into a contract with the Obligee in accordance with the terms of such bid and give such bond or bonds as may be specified in the bidding or contract documents with good and sufficient surety for the faithful performance of such contract and for the prompt payment of labor and material in the prosecution thereof, or in the event of the failure of the Principal to enter into such contract and give such bond or bonds, if the Principal shall pay to the Obligee the difference not to exceed the penalty hereof between the amount specified in said bid and such larger amount for which the Obligee may in good faith contract with another party to perform the work covered by said bid, then this obligation shall be null and void, otherwise to remain in full force and effect.

Signed and sealed this 31st day of DECEMBER A.D. 2019

WEST COAST ARBORISTS, INC. (Seal)

Witness

Principal

Title

Surety: Contractors Bonding and Insurance Company

By

ATTORNEY-IN-FACT

C3256–100M, 8.75 1987/17
Printed in cooperation with the American Institute of Architects (AIA) by Contractors Bonding and Insurance Company. The language in this document conforms exactly to the language used in AIA Document A-310, February 1970 Edition

Bldg.HB1.02-CA01 1993
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California
County of Orange

On January 8, 2020 before me, Arlene Anna Biscan, Notary Public

Date

personally appeared Patrick Mahoney

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

Description of Attached Document
Title or Type of Document: ___________________________ Document Date: ___________________________
Number of Pages: _______ Signer(s) Other Than Named Above: ___________________________

Capacity(ies) Claimed by Signer(s)

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

Signer Is Representing: ___________________________

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

Signer Is Representing: ___________________________

©2014 National Notary Association • www.NationalNotary.org • 1-800-US NOTARY (1-800-876-6827) Item #5907
CALIFORNIA ALL-PURPOSE ACKNOWLEDGMENT

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

State of California )
County of Riverside )

On 12/31/19 before me, R. Nappi "Notary Public"

Date Here Insert Name and Title of the Officer

personally appeared MICHAEL D. STONG

Name(s) of Signer(s)

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

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

WITNESS my hand and official seal.

Signature R. Nappi

Signature of Notary Public

Place Notary Seal Above

OPTIONAL

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

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

Signer Is Representing: ________________________________

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

Signer Is Representing: ________________________________
POWER OF ATTORNEY
RLI Insurance Company
Contractors Bonding and Insurance Company
9025 N. Lindbergh Dr. Peoria, IL 61615
Phone: 800-645-2402

Know All Men by These Presents:

That this Power of Attorney is not valid or in effect unless attached to the bond which it authorizes executed, but may be detached by the approving officer if desired.

That RLI Insurance Company and/or Contractors Bonding and Insurance Company, each an Illinois corporation, (separately and together, the "Company") do hereby make, constitute and appoint:
Rosemary Nappi, Michael D. Stong, Benjamin Harold Stong, jointly or severally

in the City of Riverside, State of California its true and lawful Agent(s) and Attorney(s) in Fact, with full power and authority hereby conferred, to sign, execute, acknowledge and deliver for and on its behalf as Surety, in general, any and all bonds and undertakings in an amount not to exceed Twenty Five Million Dollars ($25,000,000.00) for any single obligation.

The acknowledgment and execution of such bond by the said Attorney in Fact shall be as binding upon the Company as if such bond had been executed and acknowledged by the regularly elected officers of the Company.

RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have each further certified that the following is a true and exact copy of a Resolution adopted by the Board of Directors of each such corporation, and is now in force, to-wit:

"All bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation shall be executed in the corporate name of the Company by the President, Secretary, any Assistant Secretary, Treasurer, or any Vice President, or by such other officers as the Board of Directors may authorize. The President, any Vice President, Secretary, any Assistant Secretary, or the Treasurer may appoint Attorneys in Fact or Agents who shall have authority to issue bonds, policies or undertakings in the name of the Company. The corporate seal is not necessary for the validity of any bonds, policies, undertakings, Powers of Attorney or other obligations of the corporation. The signature of any such officer and the corporate seal may be printed by facsimile."

IN WITNESS WHEREOF, the RLI Insurance Company and/or Contractors Bonding and Insurance Company, as applicable, have caused these presents to be executed by its respective Vice President with its corporate seal affixed this 25th day of April, 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Barton W. Davis
Vice President

State of Illinois
County of Peoria

SS

On this 25th day of April, 2019 before me, a Notary Public, personally appeared Barton W. Davis who being by me duly sworn, acknowledged that he signed the above Power of Attorney as the aforesaid officer of the RLI Insurance Company and/or Contractors Bonding and Insurance Company and acknowledged said instrument to be the voluntary act and deed of said corporation.

By: Gretchen L. Johngk
Notary Public

CERTIFICATE

I, the undersigned officer of RLI Insurance Company and/or Contractors Bonding and Insurance Company, do hereby certify that the attached Power of Attorney is in full force and effect and is irrevocable; and furthermore, that the Resolution of the Company as set forth in the Power of Attorney, is now in force. In testimony whereof, I have hereunto set my hand and the seal of the RLI Insurance Company and/or Contractors Bonding and Insurance Company this 31st day of December, 2019.

RLI Insurance Company
Contractors Bonding and Insurance Company

By: Jean M. Stephenson
Corporate Secretary
CITY OF STOCKTON
BID NO. QM-20-039 TREE REMOVAL SERVICES
WCAINC.COM • 800.521.3714 • LIC #366764 • DIR #1000000956
WEST COAST ARBORISTS, INC. (WCA) is a family-owned and operated union company employing over 950 full-time employees providing tree maintenance and management services. We are proudly serving over 275 municipalities and public agencies. We provide superior and safe tree care operations seven days a week, 24 hours a day throughout California and Arizona.

COMPANY INFORMATION
President: Patrick Mahoney
Organization Type: Corporation
Established: 1972
Federal Tax ID: 95-3250682
DIR Registration: 1000000956
Members of Laborers' Union: LIUNA!

CORPORATE OFFICE
2200 E. Via Burton St.
Anaheim, CA 92806

REGIONAL OFFICES
Fresno, CA
Phoenix, AZ
Riverside, CA
Sacramento, CA
San Diego, CA
San Jose, CA
San Franciso CA
Stockton, CA
Ventura, CA

CONTRACT ADMINISTRATION
Victor Gonzalez, Vice President
Corporate Office
Phone (714) 991-1900
Fax (714) 856-3745
Email: vgonzalez@wcainc.com

FIELD MANAGEMENT
Cal Haupt, Area Manager
3625 Stevenson Ave.
Stockton, CA 95205
Phone (209) 547-0297
Email: chaupt@wcainc.com

EMERGENCY RESPONSE 24/7
866-LIMB-DOWN

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

Tree care professionals serving communities who care about trees.

100% CUSTOMER SATISFACTION
Customer satisfaction is our top priority. We guarantee your complete satisfaction with every facet of our services. Our dedication to customer service has earned WCA a reputation unrivaled in the industry for dependability, integrity, quality and courtesy. We authorize our employees to do whatever is necessary to achieve the highest quality results. We know that high quality work saves our customer’s valuable time and is far more cost effective if we do our work properly the first time. We are committed to courteous and prompt customer service to fully resolve any issue.

- 80+ ISA Certified Arborists
- 40+ Years Experience (Similar Size & Scope)
- 950+ Qualified Employees
- Less than 2% turnover ratio for service staff
- Local Office Stockton
- 1,500+ Pieces of Equipment (Owned)
CORPORATE CAPABILITIES

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

- In business continuously and actively since 1972
- Contractor's License CBS/D49 C27
- Over $8,500,000 of credit available
- Bonded by CBIC, an A+ rated company
- 950+ employees
- 275+ contracts with public agencies
- 80+ Certified Arborists
- 140+ Certified Tree Workers
- Drug-free workplace
- 14,000 sq. ft. company-owned Headquarters (Anaheim)
- Department of Agriculture Nursery license
- Avg. 500,000 trees pruned annually over past 3 years
- Avg. 18,000 trees removed annually over past 3 years
- Avg. 14,000 trees planted annually over past 3 years
- Avg. 250,000 trees inventoried annually over past 3 years
- Fully insured with insurance up to $10 million
- Federal Tax ID #95-3250682, current on all taxes and fillings with state and federal government
- Sales volume over $100 million annually
- Fleet of 1,500+ pieces of equipment

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

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION
1001 I STREET
SACRAMENTO, CALIFORNIA 95814

Pesticide Business - Main
LICENSE NO. 35875

Issued: January 01, 2018
Expires: December 31, 2019

Mailing Address:
WEST COAST ARBORISTS, INC.
2200 E VIA BURTON ST
ANAHEIM, CA 92806

POST THIS LICENSE PROMINENTLY IN PUBLIC VIEW
THIS LICENSE IS NOT TRANSFERABLE – ANY CHANGE IN OWNERSHIP REQUIRES A NEW LICENSE
Staff members have diverse educational backgrounds including accounting, business administration, engineering, and forestry.

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

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

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

CREW EVALUATION
WCA employees are evaluated through an internal mechanism supervised by our Management Team. Each employee performs their duties according to a criteria-based job description that reflects safety, quality workmanship, productivity, appropriateness of care, problem solving and customer service. A performance appraisal is conducted for each employee upon completion of the probationary period and at least annually thereafter. Each worker is also required to complete a competency assessment and orientation upon hire and annually thereafter in selected areas to assure that ongoing requirements are met and opportunities for improvement are identified.
UPPER MANAGEMENT TEAM
From marketing, contract administration, field and fleet management, to information technology, our Upper Management Team is involved in the day-to-day operations supporting each Project Team and Customer to ensure the highest quality of tree care is being achieved in the industry.

PROJECT TEAM

JASON PINEGAR, REGIONAL MANAGER
ISA Certified Arborist #WE-203891L • NCCTC Certified Crane Operator #103159887 • TCA Certified Safety Professional #259
ATSSA Certified Traffic Control Designer #00226672
Mr. Pinegar has been with WCA since 1993. He has over 25 years experience in the arboriculture field. He is responsible for estimating, scheduling, contract administration, personnel and daily operation. He is responsible for field operations, customers service, and management of crews throughout the region. Through his employment he has gained valuable experience in computer estimating, tree inventory systems, and costing programs which are essential in the efficient operation of tree crews.

CALVIN HAUPT, AREA MANAGER
ISA Certified Arborist #WE-15322A • ISA Certified Arborist #5362A • TCA Certified Tree Care Safety Professional #141
WCAA Certified Treeworker Climber #93472C • ATSSA Traffic Control Technician #228822
As Site Supervisor, Calvin is a full-time employee who speaks fluent English. He is responsible for reviewing the day’s activities, assisting the Area Manager in scheduling, and ensuring proper safety procedures are being followed. As Supervisor, he will communicate with contract administrators and other interested parties on a daily basis. Report and resolve malfunctions, damage, or industrial injury. He will also assist in employee training programs, maintain records, and file daily reports and receipts.

JAMES SPECK, SUPERVISOR
ISA Certified Arborist WE-10855 AT • Western Chapter ISA Certified Treeworker #2318C • NCCTC Certified Crane Operator #141107869
From early beginnings starting as a Ground Worker for his father’s residential company to climbing and plant health care applications for other companies, James has gained over 17 years experience in the tree care industry. In 2014 James joined WCA Inc. as a Tree Trimmer, having earned certifications as a Treeworker and a Crane Operator. James has experienced a series of promotions including Foreman and now Supervisor. His responsibilities include assisting the Area Manager in scheduling, overseeing the crew’s daily activities, employee training programs, and ensuring proper safety procedures are being followed. Regular communication with the customer and citizens can be expected as related to scheduling, work being performed and any other inquiries that may arise while on the job site.

TIM PATTERSON, CUSTOMER SERVICE REPRESENTATIVE (CSR)
As the CSR (Customer Service Representative), Tim is responsible for providing support to the Area Manager, Site Supervisors and crew. He is to act as a liaison between the company and its clients as well as the general public. Tim is responsible for responding to customer service inquiries and facilitating contracting functions, such as: mapping, underground service alert, data entry, field book preparation, list preparation, etc.

ERNesto MACIAS, SAFETY MANAGER, UNION LIAISON
ISA Certified Arborist #WE-7200AUM • TCA Safety Professional #1115
Ensures safety company-wide which includes the development, implementation and review of the company’s in-house training programs, crew safety audits, and the company’s Injury & Illness Prevention Program.

KELLEY GILLERAN, PLANT HEALTH CARE/ DATA COLLECTOR
ISA Board Certified Master Arborist WE-7061B • IDAL #38772C • ISA Tree Risk Assessment #2741
WCA’s PHC program is managed in-house; no subcontracting. Staff is licensed by the CA Dept. of Pesticide Regulation. Our program goes beyond standard chemical applications as WCA offers an efficient Integrated Pest Management program as well. Inspection, diagnosis and treatments are available as-needed.
LiUNA!
In partnership with the Laborer's International Union of North America
Higher Standards + Exemplary Training = Superior Employees

ISA Certified
81 Arborists
5 Board Certified Master Arborists
142 Tree Workers

ATSSA

1 Certified Urban Forester
74 WCA Certified Utility Line Clearance Workers
18 ISA Certified Utility Specialists
25 TCIA Certified Tree Care Safety Professionals
8 ISA Municipal Specialist
1 Nursery in Placemnt & Dedicated Manager
6 Information Technology Specialists
75 Fleet Mechanics
16 NCCCO Certified Crane Operators

Unique Capabilities

WCA has developed an exemplary Plant Health Care Program that goes beyond standard chemical applications.

CALIFORNIA DEPARTMENT OF PESTICIDE REGULATION

2 Advisors
10 Applicators

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

WCA has 70 staff members certified through the Wildlife Aware and Wildlife Training Institute.

Board Certified Master Arborists
Michael Palet WE 6541 BUM
Kelley Gilleran WE 7061 B
Tim Crothers WE 7955 BUM
Cris Falco WE 7490 B
Glenn Reeve WE 10177 B

2 ASCA Consulting Arborists: Michael Mahoney, RCA #353 - Cris Falco, RCA #557
## WCA's ISA Certified Arborists

<table>
<thead>
<tr>
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<th>Cert #</th>
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<tr>
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<td>WE-1787A</td>
</tr>
<tr>
<td>AL EPPERSON</td>
<td>WE-1793A</td>
</tr>
<tr>
<td>ANDREW R. TROTTER</td>
<td>WE-1802A</td>
</tr>
<tr>
<td>ARILENE BISCAN</td>
<td>WE-3901A</td>
</tr>
<tr>
<td>BENJAMIN EUGENE BORSIN</td>
<td>WE-1827A</td>
</tr>
<tr>
<td>BRIAN C. KIRKEDART</td>
<td>WE-1870A</td>
</tr>
<tr>
<td>BRIAN M. KOCH</td>
<td>WE-1931A</td>
</tr>
<tr>
<td>CALVIN F. HAFT</td>
<td>WE-1976A</td>
</tr>
<tr>
<td>CARLOS GRACENMONTES</td>
<td>WE-1975A</td>
</tr>
<tr>
<td>CHARLES PATRICK MADSEN</td>
<td>WE-1982A</td>
</tr>
<tr>
<td>CORinne GRUNLING BASSETT</td>
<td>WE-2024A</td>
</tr>
<tr>
<td>CRISTIAN ANGELO FALCO</td>
<td>WE-2108A</td>
</tr>
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## WCA's ISA Certified Tree Workers

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

**Tree Removal Operations**
With a minimum of 48 hours advanced notice, WCA will inform Underground Service Alert (USA) of the location of work for the purpose of identifying any and all utility lines. The removal process consists of lowering limbs delicately onto the ground to prevent any hardscape damage. Immediately following the removal, the stump will be ground down, if ordered to do so and with proper USA notification.

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

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

**Removal Flowchart (15 day Completion)**

1. Customer marks trees for USA & notifies resident
2. Area Manager schedules work & informs the Customer & gives work order to Foreman
3. Work request received from Customer
4. Crew performs work
5. Foreman completes work order & inventory, then submits to office
6. CSR creates work order & contacts USA 48 hours in advance of work
7. Work order is given to the Area Manager
8. CSR closes work order: Billing Dept. prepares invoice

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

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

*Excluding emergency services.*
GREEN WASTE

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

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

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

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

LOGS TO LUMBER is an old idea with a new approach by converting Agency 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 and to reduce the demand on trees from natural forests.

The program proves to be successful and now WCA transports suitable logs to our wood recycling center. Woodhill Firewood.
IMPLEMENTATION PLAN

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

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

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

Project/Area Manager:
CAL HAUPT

ISA Certification WE-1592A
TOCA Certified Tree Care Safety Professional #241
WCISA Certified Treewoker Climber #6547C
ATSSA Traffic Control Technician #228822

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

Daily Management

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

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

Weekly Management

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

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

Scheduling of Work

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

Public Notification

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

Communication Systems

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

Permits and Licensing

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

Right-of-Way

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

Cooperation and Collateral Work

WCA will give right to operate within the project to the Agency workers and/or other contractors, utility companies, street sweepers, and others as needed in a cooperative effort to minimize interference in daily operations.
Customer Service Department
As we work with, or near, the public, we are mindful that we will most likely be the first person the public contacts. We have a full-time Customer Service Department with each Customer Service Representative (CSR) trained in addressing concerned residents and bystanders.

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

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

Any activities found by the Agency to be unacceptable will be rectified immediately. All other complaints will be abated or resolved within twenty-four (24) hours of the occurrence. We have teams specifically assigned for handling damage to properties, both private and public. Through our communication system, we have the ability to dispatch either of these teams and have them respond immediately to the site for proper repair. We pride ourselves on professional workmanship to avoid these types of incidents, however, should one occur, we take all appropriate measures to resolve the matter in a timely and efficient manner.

OATH OF COMMITMENT

WCA is committed to working with the City of Stockton's staff to develop and maintain a work schedule that will provide the citizens with the most effective and efficient means to perform tree care services. We will adhere to the schedule established by the City and ensure residents of our dedication to completing work in a timely manner. We understand that there may be fluctuations in the City's budget and that the City may ask us to reduce service levels in an effort to meet the current economic demands. By being flexible, we can help to ease any financial strain, promote contractor stability and guarantee residents with quality tree care & customer service.

This is our oath of commitment to uphold the prestigious namesake of the City of Stockton by providing gold standard tree care services.

Patrick Mahoney, President 1/6/20
EQUIPMENT
Our modern fleet undergoes daily inspection prior to use to ensure efficiency and safety. All equipment is routinely serviced, painted, and detailed. All equipment used during the duration of this project will meet state and federal safety requirements and have all up-to-date certifications as required.

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

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

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INVENTORY SOFTWARE - ARBORACCESS

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

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

SOFTWARE TRAINING

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

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

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

WCA has completed 300+ GPS tree inventories.
BILLING

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

SAMPLE MANAGEMENT TOOLS
DETAILED TREE SITE CHARACTERISTICS

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

MAINTENANCE RECORDS

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

---

SAMPLE AGENCY SPECIES FREQUENCY REPORT

<table>
<thead>
<tr>
<th>Botanical</th>
<th>Common</th>
<th>Total</th>
<th>Pct</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liquidambar styraciflua</td>
<td>AMERICAN SWEETGUM</td>
<td>4,781</td>
<td>14.36%</td>
</tr>
<tr>
<td>Lagerstroemia indica</td>
<td>CRAPE MYRTLE</td>
<td>2,008</td>
<td>6.03%</td>
</tr>
<tr>
<td>Ulmus parvifolia</td>
<td>CHINESE ELM</td>
<td>1,963</td>
<td>5.90%</td>
</tr>
<tr>
<td>Fraxinus velutina 'Modesto'</td>
<td>MODESTO ASH</td>
<td>1,820</td>
<td>5.47%</td>
</tr>
<tr>
<td>Cupaniopsis anacardioides</td>
<td>CARROTWOOD</td>
<td>1,568</td>
<td>4.71%</td>
</tr>
<tr>
<td>Fraxinus velutina</td>
<td>ARIZONA ASH</td>
<td>1,259</td>
<td>3.78%</td>
</tr>
<tr>
<td>Pinus canariensis</td>
<td>CANARY ISLAND PINE</td>
<td>1,191</td>
<td>3.58%</td>
</tr>
<tr>
<td>Grevillea robusta</td>
<td>SILK OAK</td>
<td>1,141</td>
<td>3.43%</td>
</tr>
<tr>
<td>Pistacia chinensis</td>
<td>CHINESE PISTACHE</td>
<td>1,127</td>
<td>3.39%</td>
</tr>
<tr>
<td>Liriodendron tulipifera</td>
<td>TULIP TREE</td>
<td>1,076</td>
<td>3.23%</td>
</tr>
<tr>
<td>Other</td>
<td>OTHER</td>
<td>15,355</td>
<td>46.13%</td>
</tr>
<tr>
<td><strong>Total Trees</strong></td>
<td></td>
<td>33,280</td>
<td>100%</td>
</tr>
</tbody>
</table>

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

DETAILED REPORTING OPTIONS

- Inventory
- View Invoices
- Job Balances
- Green Waste
- Work History
- Work Type by District
- DBH Frequency
- Height Frequency
- District Frequency
- Species Frequency (sample above)
- All Trees at an Address
- Estimated Tree Value
CURRENT CONTRACT WORK EXPERIENCE
WCA, Inc. understands the challenge that many cities face to reduce the cost of tree maintenance services, while increasing the level of performance. Utilizing our services as a valuable, cost-effective resource, cities are able to provide better services to their community. These contracts cover a range of services from providing emergency response to maintaining the Agency's entire urban forest.

COSUMNES CSD

Annual Budget: $700,000
Contact: Steve Sims, Parks Superintendent
Address: 8820 Elk Grove Blvd., Elk Grove, CA 95624
Phone: (916) 879-3696
Email: stevesims@csdparks.com

Since 2010
Cosumnes CSD had an inventory completed in 2012. The district is responsible for maintaining over 45,000 tree sites valued over $86M. To better manage these sites, CSD is an active user of our ArborAccess inventory management system and regularly uses it to forecast budget amounts and to schedule maintenance as needed.

CITY OF SAN RAMON

Annual Budget: $450,000
Contact: Gary Manuel, Maintenance Supervisor
Address: 2226 Camino, San Ramon, CA 94583
Phone: (925) 973-2833
Email: gmanuel@ci.san-ramon.ca.us

Since 2000
WCA provides as-needed service request maintenance for the City of San Ramon. Service includes grid pruning, service pruning, large tree removals, and emergency response city-wide and at a number of city-owned facilities including the fire houses.

CITY OF PLEASANTON

Annual Budget: $552,000
Contact: Tim Annear, Parks Coordinator
Address: P.O. Box 520, Pleasanton, CA 94566
Phone: (925) 931-5576
Email: tanner@cityofpleasantonca.gov

Since 2006
WCA currently provides tree removals, tree planting and regular pruning throughout the City. This project is an annual contract. Together, we are able to maintain the City trees more efficiently while guaranteeing the residents and businesses top quality tree care for the City's 22,954 trees valued over $59M.
FIRM EXPERIENCE

Listed below are current contracts (in alphabetical order) valued over $1,000,000 annually. These contracts represent WCA corporate capabilities to provide superior and professional work to public agencies.

<table>
<thead>
<tr>
<th>CUSTOMER</th>
<th>DURATION</th>
<th>ANNUAL CONTRACT AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>City of Anaheim/Anaheim Utilities</td>
<td>Since 2007</td>
<td>$1,750,000.00</td>
</tr>
<tr>
<td>City of Beverly Hills</td>
<td>Since 2000</td>
<td>$1,375,000.00</td>
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<tr>
<td>City of Corona</td>
<td>Since 2010</td>
<td>$1,300,000.00</td>
</tr>
<tr>
<td>City of Fullerton</td>
<td>Since 1998</td>
<td>$1,000,000.00</td>
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<tr>
<td>City of Glendale</td>
<td>Since 2015</td>
<td>$1,056,000.00</td>
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<tr>
<td>City of Huntington Beach</td>
<td>Since 2008</td>
<td>$1,000,000.00</td>
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<tr>
<td>City of Long Beach</td>
<td>Since 2016</td>
<td>$1,200,000.00</td>
</tr>
<tr>
<td>City of Palo Alto</td>
<td>Since 2016</td>
<td>$1,400,000.00</td>
</tr>
<tr>
<td>City of Sacramento</td>
<td>Since 2015</td>
<td>$1,000,000.00</td>
</tr>
<tr>
<td>City of San Diego</td>
<td>Since 2015</td>
<td>$2,000,000.00</td>
</tr>
<tr>
<td>City of Santa Ana</td>
<td>Since 2015</td>
<td>$1,082,000.00</td>
</tr>
<tr>
<td>City of Santa Monica</td>
<td>Since 2011</td>
<td>$1,723,000.00</td>
</tr>
<tr>
<td>County of LA</td>
<td>Since 2015</td>
<td>$4,300,000.00</td>
</tr>
<tr>
<td>County of Orange</td>
<td>Since 2013</td>
<td>$1,800,000.00</td>
</tr>
<tr>
<td>Riverside Public Utilities</td>
<td>Since 2016</td>
<td>$2,000,000.00</td>
</tr>
</tbody>
</table>

EXPERIENCE (SIMILAR SIZE & SCOPE)

The references listed above are all current contracts displaying WCA's capabilities to provide the necessary manpower, experience, and equipment to manage Cities and Counties that require a heightened level of attention, expectation and need in comparison to other types of customers (i.e., HOA's, commercial and residential).

WCA, Inc. specializes in tree care for municipalities and public agencies. WCA, Inc. does not provide residential service or sub-contract.
January 8, 2020

City of Stockton
Attn: City Clerk's Office, City Hall
425 N. El Dorado Street
Stockton, CA 95202

RE: RFB: Tree Removal Services, BID NO. OM-20-039
Due: Thursday, January 9, 2020 at 2:00PM

To whom it may concern;

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

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

WCA has a 47-year track record of working for more than 300 California and Arizona municipalities as well as other various agencies. Our company has been in business since 1972 and is licensed by the California State Contractors License Boards under license #366764. We have held this license in good standing since 1978. The license specializes in Class C61 (Tree Service) as well as Class C27 (Landscaping). We currently employ over 80 Certified Arborists and over 140 Certified Tree workers, as recognized by the Western Chapter of the International Society of Arboriculture. WCA is also registered with the Department of Industrial Relations (DIR) for Public Works projects, our registration number is 1000000956. Should we be awarded this project, we shall use full-time, in-house employees; no subcontractors will be used. Federal ID: #95-3250682.

Our employees will operate from one of our seven California Offices: Stockton Office, 3625 E. Stevenson Avenue, Stockton, CA 95205. For questions related to this proposal and who has the authority to negotiate/present please contact Victor Gonzalez, V.P. Marketing, at (714) 991-1900 or at vgonzalez@wcainc.com. Cal Haupt, Area Manager, will be assigned to this project should WCA be awarded a contract. He can be reached at (925) 595-1720 or chaupt@wcainc.com.

Sincerely,

Patrick Mahoney,
President
CITY OF STOCKTON

PUBLIC WORKS DEPARTMENT

BID FORMS FOR

TREE REMOVAL SERVICES

PROJECT NO. OM-20-039

DO NOT DETACH ANY OF THIS MATERIAL
THIS CONSTITUTES YOUR BID PROPOSAL

SUBMIT ONE ORIGINAL OF THIS BID PROPOSAL

Job Walk: N/A

BID OPENING: January 9, 2 pm, City Hall, Clerk’s Office

BIDDER'S NAME: West Coast Arborists, Inc.
TREE REMOVAL SERVICES
BIDDER'S CHECKLIST/AGREEMENT
CITY OF STOCKTON PUBLIC WORKS DEPARTMENT
(Checklist Not Required to be Submitted)

Did you complete and/or properly sign:

✓ You have carefully examined the specifications and all other provisions of this form and understand the meaning, intent, and requirements of same.
✓ Review and sign all Letters of Clarification on the City web site at www.stocktonca.gov/pwbid prior to submitting your bid. Submit signed letters with bid.
✓ List of Subcontractors (Bid Forms)
✓ Non-Collusion Declaration form (Bid Forms)
✓ Department of Industrial Relations Labor Compliance Self-Certification (Bid Forms)
✓ Title VI Violation Self-Certification (Bid Forms)
✓ Registered with the Department of Industrial Relations (California Labor Code Section 1725.5)
✓ Submit proof of registration (registration number, contractor name, license type/number) from Department of Industrial Relations for all Contractors/Subcontractors (regardless of tier). Proof of registration is due with bid submittal. Subcontractor proof of registration is due no later than four business days after bid opening. Bids will not be accepted from unregistered contractors.
✓ Local Employment Ordinance form (Bid Forms)
✓ Local Business Preference Ordinance form (Bid Forms)
✓ Advise all subcontractors of prevailing wage rate, apprenticeship, Title VI, DIR, and all other contract compliance requirements
✓ Include your 10% bidder's security (bidder's bond, certified or cashier's check)
✓ Review and understand all Questions/Answers/Clarifications on the City web site at www.stocktonca.gov/pwbid prior to submitting your bid
✓ Submit company name and contact information to Miguel Mendoza at Miguel.Mendoza@stocktonca.gov
✓ Attend Job Walk, if mandatory: N/A
✓ Submit one (1) Original of all bid documents
✓ Deliver the sealed bid proposal to City Hall, City Clerk's Office (1st floor), 425 N. El Dorado Street, Stockton, CA 95202 not later than Thursday, January 9, 2 pm. Sealed bid shall be marked "BID" and indicate project name, number, and bid opening date. Please note that some overnight delivery services do not deliver directly to the City Clerk's Office. This could result in the bid arriving in the City Clerk's Office after the bid opening deadline and therefore not being accepted.
BID FOR PUBLIC WORK
CITY OF STOCKTON

Stockton, CA January 8, 2020

TO THE HONORABLE CITY COUNCIL OF THE CITY OF STOCKTON:

Pursuant to your Notice Inviting Sealed Bids, I, we, or either of us:

Corporation
(State whether individual, firm, corporation, association, or co-partnership)

hereby offer (and hereby promise and agree in case this bid is accepted) to furnish all labor, material, equipment and supplies necessary to complete the work mentioned in said Notice Inviting Sealed Bids in strict accordance with the plans and specifications for said work to be done and labor, materials, and equipment and supplies to be furnished, which plans and specifications are on file in the office of the City Clerk of the City of Stockton and made part hereof by reference, the same as if herein fully set out, at the following rates and prices, to-wit:
TREE REMOVAL SERVICES  
PROJECT NO. OM-20-039  

BIDDING SCHEDULE  

Each bidder shall bid each item, including all alternate bid(s). Failure to bid an item shall be just cause for considering the bid as non-responsive. Line item costs should include all Contractor’s overhead and profit and indirect costs. Bids not presented on City forms shall be cause for considering the bid as non-responsive.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Unit</th>
<th>Qty</th>
<th>Unit Price</th>
<th>Total Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>1</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>13&quot; to 16&quot; dbh</td>
<td>10</td>
<td>$800.00</td>
<td>$8,000.00</td>
</tr>
<tr>
<td>2</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;16&quot; to 20&quot; dbh</td>
<td>70</td>
<td>$800.00</td>
<td>$56,000.00</td>
</tr>
<tr>
<td>3</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;20&quot; to 24&quot; dbh</td>
<td>60</td>
<td>$1,000.00</td>
<td>$60,000.00</td>
</tr>
<tr>
<td>4</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;24&quot; to 28&quot; dbh</td>
<td>30</td>
<td>$1,400.00</td>
<td>$42,000.00</td>
</tr>
<tr>
<td>5</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;28&quot; to 30&quot; dbh</td>
<td>15</td>
<td>$1,800.00</td>
<td>$27,000.00</td>
</tr>
<tr>
<td>6</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;30&quot; to 32&quot; dbh</td>
<td>6</td>
<td>$2,000.00</td>
<td>$12,000.00</td>
</tr>
<tr>
<td>7</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;32&quot; to 34&quot; dbh</td>
<td>4</td>
<td>$2,800.00</td>
<td>$11,200.00</td>
</tr>
<tr>
<td>8</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;34&quot; dbh</td>
<td>2</td>
<td>$3,200.00</td>
<td>$6,400.00</td>
</tr>
<tr>
<td>9</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;35&quot; dbh</td>
<td>2</td>
<td>$3,500.00</td>
<td>$7,000.00</td>
</tr>
<tr>
<td>10</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;36&quot; dbh</td>
<td>1</td>
<td>$3,900.00</td>
<td>$3,900.00</td>
</tr>
<tr>
<td>11</td>
<td>Tree with Tree Stump Removal (&quot;&gt;&quot; = trunk diameter at breast height that is greater than)</td>
<td>&gt;37&quot; to 38&quot; dbh</td>
<td>1</td>
<td>$4,500.00</td>
<td>$4,500.00</td>
</tr>
<tr>
<td></td>
<td>Base Bid Total (Items 1 through 11)</td>
<td></td>
<td></td>
<td></td>
<td>$238,000.00</td>
</tr>
</tbody>
</table>

TOTAL BID $238,000.00  

BIDDER’S NAME West Coast Arborists, Inc.  

Bid Forms Page 4 of 11 Last Revised 09/22/16
BIDDER CERTIFICATION

The undersigned agrees that if this bid is accepted, he/she will contract with the City of Stockton in the form of contract attached hereto to perform all of the work in accordance with the contract and the drawings, specifications, and other documents incorporated therein; that he/she will take in full payment therefor, and for all other obligations assumed under the contract, the prices set forth in the following bid schedule except as otherwise provided in the specifications; and that he/she will execute such contract and furnish the required contract bonds in the manner and within the time provided in the bidding requirements and conditions. The undersigned further agrees that he/she has carefully examined the site of the work and the bid documents and any addenda thereto, and is fully informed of the nature and location of the work, the quantities of the work, and the conditions to be encountered in performing the work; that the only parties interested in this bid as principals are those named herein and that this bid is made without collusion with any other party; and that this bid is submitted in all respects in accordance with the bidding requirements and conditions and all other requirements of the bid documents.

A BID GUARANTY ACCOMPANIES THIS BID IN THE FORM OF: (Check one of the following)

☐ Cash, or
☐ Cashier's check, or
☐ Certified check payable to City of Stockton, or
☒ Bidder's bond in favor of the City.

For any amount not less than ten percent (10%) of the aggregate of the bid.

ALSO ACCOMPANYING THIS BID ARE THE FOLLOWING ATTACHMENTS, PROPERLY EXECUTED AND SIGNED:

1. List of Subcontractors
2. Non-Collusion Declaration
3. DIR Self-Certification
4. Title VI Self-Certification
5. Local Employment Ordinance Acknowledgement
6. Local Business Preference Acknowledgement

THE CITY RESERVES THE RIGHT TO REJECT ANY AND ALL BIDS

West Coast Arborists, Inc. (209) 547-0297 95-3250682
Name of Firm Phone Tax I.D. No.
3625 E. Stevenson Avenue Stockton CA 95205
Address City State Zip
#366764 C61/D49,C27 12/31/2020
Contractor Lic. No. & Classification Expiration Date

NOTE - State law requires bidders on public agency contracts to include on their bid: (1) their State contractors license number, (2) the license expiration date, and (3) a statement that the representations made therein are made under penalty of perjury. The law further states that "Any bid not containing this information, or bid containing information which is substantially proven false shall be considered non-responsive and shall be rejected by the public agency."

THE REPRESENTATIONS MADE HEREIN ARE MADE UNDER PENALTY OF PERJURY

[Signature]

BIDDER SIGN

HERE

Patrick Mahoney, President
Title

Bid Forms Page 5 of 11 Last Revised 09/22/16
LIST OF SUBCONTRACTORS

GENERAL CONTRACTOR: West Coast Arborists, Inc.

PROJECT: Tree Removal Services, Project No. OM-20-039

PLEASE LIST BELOW ALL SUBCONTRACTORS CONTRIBUTING TO THIS WORK

Each bidder shall give the name, business address, license number, description of the work, and the dollar amount to be PAID the subcontractor, for each subcontractor that will be used on the project, if the Bidder is awarded the contract. Only subcontractors with work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid need to be listed. All work in excess of one-half of one percent (0.5%) or $10,000 (whichever is greater) of the Bidder's total bid, for which a subcontractor is not listed on this form, shall be performed by the Bidder's own organization. Additional numbered pages listing proposed subcontractors may be attached to this page. Each page shall be headed "Proposed Subcontractors" and shall be signed by the Bidder.

PRINT LEGIBLY OR TYPE

<table>
<thead>
<tr>
<th>BUSINESS NAME/ADDRESS</th>
<th>LICENSE NUMBER &amp; LICENSE CLASSIFICATION</th>
<th>DEPT. OF INDUSTRIAL RELATIONS REGISTRATION NUMBER</th>
<th>TYPE OF WORK</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td>None to be used.</td>
<td></td>
<td></td>
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</tbody>
</table>

(SIGNATURE OF BIDDER)  
Patrick Mahoney, President

BIDDER SIGN HERE
NON-COLLUSION DECLARATION
(Title 23 United States Code Section 112 and Public
Contract Code Section 7106)

To the CITY of STOCKTON DEPARTMENT OF PUBLIC WORKS.

The undersigned declares:

I am the President, of West Coast Arborists, Inc., the party making the foregoing bid.

The bid is not made in the interest of, or on behalf of, any undisclosed person, partnership, company, association, organization, or corporation. The bid is genuine and not collusive or sham. The bidder has not directly or indirectly induced or solicited any other bidder to put in a false or sham bid. The bidder has not directly or indirectly colluded, conspired, connived, or agreed with any bidder or anyone else to put in a sham bid, or to refrain from bidding. The bidder has not in any manner, directly or indirectly, sought by agreement, communication, or conference with anyone to fix the bid price of the bidder or any other bidder, or to fix any overhead, profit, or cost element of the bid price, or of that of any other bidder. All statements contained in the bid are true. The bidder has not, directly or indirectly, submitted his or her bid price or any breakdown thereof, or the contents thereof, or divulged information or data relative thereto, to any corporation, partnership, company, association, organization, bid depository, or to any member or agent thereof, to effectuate a collusive or sham bid, and has not paid, and will not pay, any person or entity for such purpose.

Any person executing this declaration on behalf of a bidder that is a corporation, partnership, joint venture, limited liability company, limited liability partnership, or any other entity, hereby represents that he or she has full power to execute, and does execute, this declaration on behalf of the bidder.

I declare under penalty of perjury under the laws of the State of California that the foregoing is true and correct and that this declaration is executed on January 8, 2023 at Anaheim (city), CA (state).

____________________________________
Signature

(Signature)
DEPARTMENT OF INDUSTRIAL RELATIONS
LABOR COMPLIANCE
SELF-CERTIFICATION

We, the undersigned, self-certify that we will comply with all California Department of Industrial Relations (DIR) laws, rules and regulations that apply to Public Work as defined in Labor Code Section 1720(a)(1), as well as Senate Bill 854 (2014), and all other related statutes.

In addition, we acknowledge that to be eligible to bid on City of Stockton Public Works projects, we and all subcontractors under us are registered, and will remain registered with the DIR until project completion; otherwise, we will be disqualified from consideration as a bidder for the subject project.

CONTRACTOR: West Coast Arborists, Inc.

BY: ___________________________

TITLE: Patrick Mahoney, President

DATE: 1/8/2020
TITLE VI VIOLATION SELF-CERTIFICATION

We, the undersigned, self-certify that pursuant to Federal Code of Regulations (CFR), 23 CFR 200.9, 633 and 49 CFR 21.7, we do not have any unresolved violations under Title VI of the Civil Rights Act of 1964 and related statutes, including Americans with Disabilities Act (ADA). In addition, we acknowledge that an unresolved Title VI violation will disqualify us for consideration as a bidder for the subject project.

CONTRACTOR: ________________________________

West Coast Arborists, Inc.

BY: ________________________________

[Signature]

Patrick Mahoney, President

TITLE

DATE: _______1/8/2020_______
LOCAL EMPLOYMENT ORDINANCE

This contract is subject to the requirements of the City of Stockton’s Local Employment Ordinance. By my signature below, I certify that I have read and understood the Local Employment Ordinance of the City of Stockton, and agree to abide by its provisions. If selected to perform this contract, I specifically agree to report data on the actual number of Stockton residents employed, and understand that data will be subject to verification by an independent auditor.

[Signature]

Signature of Bidder

Patrick Mahoney, President

Date Signed

1/8/2020
LOCAL BUSINESS PREFERENCE ORDINANCE

The City of Stockton's Local Business Preference Ordinance applies to this project. By my signature below, I certify that I have read and understood the Local Business Preference Ordinance of the City of Stockton, and agree to abide by its provisions.

Signature of Bidder

Patrick Mahoney, President

Date Signed

1/8/2020
Our company has been assigned CHP Carrier Number CAG8562 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. Certificate below is valid for 01/31/19 – 01/31/23.

On this date, the above named motor carrier was inspected by the California Highway Patrol. The inspection evaluated the carrier's compliance with the following requirements:

☐ CONTROLED SUBSTANCES & ALCOHOL TESTING PROGRAM (VC 34520 & 49 CFR 382)

☐ OTHER:

REMARKS:

CARRIER IS CURRENTLY IN COMPLIANCE WITH THE CONTROLLED SUBSTANCES & ALCOHOL TESTING PROGRAM PURSUANT TO CVC 34520 & 49 CFR 382.

CARRIER ADMINISTERS THEIR OWN CONTROLLED SUBSTANCES & ALCOHOL TESTING PROGRAM.

CARRIER USES SUNRISE HEALTH CENTERS PRIMARILY FOR TESTING PURPOSES.

As a result of the inspection noted above, this carrier was assigned a compliance rating of Satisfactory.

R. AGUILAR MCSI

MOTOR CARRIER CERTIFICATION

I hereby certify that all violations recorded herein and on the attached pages are in compliance with applicable provisions of the California Vehicle Code and the California Code of Regulations. I understand that I may request a review of an unsatisfactory rating by contacting the Division Motor Carrier Safety Unit Supervisor at 858-650-3655 within 5 calendar days of the rating.

CARRIER REPRESENTATIVE'S PRINTED NAME

JIM RUSSO

MANAGER

CURRENT CARRIERS RATING

DATE

Destroy previous editions

Digital Signature 08/03/2019
CONTRACTORS
STATE LICENSE BOARD
ACTIVE LICENSE

License Number

366764

Business Name

WEST COAST ARBORISTS INC

Classification(s)

C61/D49 C27

Expiration Date

12/31/2020

www.cslb.ca.gov

West Coast Arborists, Inc.
2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745
<table>
<thead>
<tr>
<th>Contractor Information</th>
<th>Registration History</th>
</tr>
</thead>
<tbody>
<tr>
<td>Legal Entity Name</td>
<td>Effective Date</td>
</tr>
<tr>
<td>WEST COAST ARBORISTS INC</td>
<td>05/29/18</td>
</tr>
<tr>
<td>Legal Entity Type</td>
<td>Expiration Date</td>
</tr>
<tr>
<td>Corporation</td>
<td>06/30/19</td>
</tr>
<tr>
<td>Status</td>
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<tr>
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<tr>
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<td>06/30/16</td>
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<tr>
<td>Registration effective date</td>
<td>06/26/15</td>
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<tr>
<td>07/01/19</td>
<td>06/30/15</td>
</tr>
<tr>
<td>Registration expiration date</td>
<td>08/19/14</td>
</tr>
<tr>
<td>06/30/22</td>
<td>07/01/19</td>
</tr>
<tr>
<td>Mailing Address</td>
<td>06/30/22</td>
</tr>
<tr>
<td>2200 E VIA BURTON ANAHEIM 92806 CA United States of America</td>
<td>06/30/22</td>
</tr>
<tr>
<td>Physical Address</td>
<td></td>
</tr>
<tr>
<td>2200 E VIA BURTON ANAHEIM 92806 CA United States of America</td>
<td></td>
</tr>
<tr>
<td>Email Address</td>
<td></td>
</tr>
<tr>
<td><a href="mailto:vgorczak@wcainc.com">vgorczak@wcainc.com</a></td>
<td></td>
</tr>
<tr>
<td>Trade Name/DBA</td>
<td></td>
</tr>
<tr>
<td>License Number(s)</td>
<td></td>
</tr>
<tr>
<td>CSLB 306704</td>
<td></td>
</tr>
</tbody>
</table>

**West Coast Arborists, Inc.**

2200 E. Via Burton Street • Anaheim, CA 92806 • 714.991.1900 • 800.521.3714 • Fax 714.956.3745
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 sublimits, limits not listed below.

This is to certify that

WEST COAST ARBORISTS, INC
2200 EAST VIA BURTON
ANAHEIM CA 92806

NAME AND ADDRESS OF INSURED

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.

<table>
<thead>
<tr>
<th>TYPE OF POLICY</th>
<th>EXP DATE</th>
<th>POLICY NUMBER</th>
<th>LIMIT OF LIABILITY</th>
<th>EMPLOYERS LIABILITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>WORKERS COMPENSATION</td>
<td>7/1/2020</td>
<td>WA7-66D-039499-079</td>
<td>COVERAGE AFFORDED UNDER WC LAW OF THE FOLLOWING STATES: All States Except: ND, OH, WA, WY</td>
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</tr>
<tr>
<td>Statutory Limits</td>
<td></td>
<td></td>
<td>Bodily Injury by Accident $1,000,000 Each Accident</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury By Disease $1,000,000 Policy Limits</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Bodily Injury By Disease $1,000,000 Each Person</td>
<td></td>
</tr>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>7/1/2020</td>
<td>TB2-661-039499-019</td>
<td>General Aggregate $2,000,000</td>
<td></td>
</tr>
<tr>
<td>✓ OCCURRENCE</td>
<td></td>
<td></td>
<td>Products / Completed Operations Aggregate $2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Each Occurrence $2,000,000</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Personal &amp; Advertising Injury $2,000,000 Per Person / Organization</td>
<td></td>
</tr>
<tr>
<td></td>
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<td></td>
<td>Other Damage to premises rented to you $300,000</td>
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<tr>
<td>AUTOMOBILE LIABILITY</td>
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<td>AS7-661-039499-039</td>
<td>$2,000,000</td>
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<tr>
<td>✓ OWNED</td>
<td></td>
<td></td>
<td>Each Accident—Single Limit B.I. And P.D. Combined</td>
<td></td>
</tr>
<tr>
<td>✓ NON-OWNED</td>
<td></td>
<td></td>
<td>Each Person</td>
<td></td>
</tr>
<tr>
<td>✓ HIRED</td>
<td></td>
<td></td>
<td>Each Accident or Occurrence</td>
<td></td>
</tr>
<tr>
<td></td>
<td></td>
<td></td>
<td>Each Accident or Occurrence</td>
<td></td>
</tr>
<tr>
<td>OTHER</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

ADDITIONAL COMMENTS

* 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.

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:

Evidence Only
2200 E Via Burton
Anaheim CA 92806

Elaine Ulan
Los Angeles / 0603
818 W 7th Street, Suite 850
Los Angeles CA 90017
213-443-0782
6/18/2019

Liberty Mutual Insurance Group

This certificate is executed by LIBERTY MUTUAL INSURANCE GROUP as respects such insurance as is afforded by those companies.
II. GENERAL POLICIES AND STANDARDS

General Standards of Conduct

To ensure orderly operations and provide the best possible work environment, WCA requires that employees follow rules of conduct that will protect the interests of WCA and the safety of its employees.

It is not possible to list all the forms of behavior that are considered unacceptable in the workplace. The following are examples of infractions that may result in disciplinary action, up to and including immediate termination of employment:

- Violation or abuse of any Company policy, procedure or benefit;
- Unlawful conduct, which has some bearing on the work performed for the Company;
- Falsification or material omission of information on employment application, time records or other Company documents;
- Unauthorized use or disclosure of business “secrets” or confidential information belonging to the Company, its employees or customers including but not limited to documents, forms, customer lists, keys, or equipment;
- Unauthorized possession, removal or use of WCA property, equipment, tools, vehicles, information or funds;
- Repeated, patterned or unauthorized tardiness and/or absence;
- Negligence or improper conduct leading to the likelihood of or actual damage of employer-owned or customer-owned property;
- Insubordination or other uncooperative conduct;
- Intentional or negligent violation of safety or health standards;
- Excessive personal use of Company computers and/or cell phones;
- Possession of dangerous or unauthorized materials, such as controlled substances, alcohol, medication, weapons, explosives or firearms in the workplace, in Company vehicles or anywhere while conducting any Company business;
- Fighting or threatening violence in the workplace or at any job site;
- Unsatisfactory performance or conduct;
- Disparagement of WCA, its staff or customers; and
- Unprofessional conduct, including harassment or any conduct that disrupts or interferes with the workplace.

The above list is not all-inclusive, and may be revised at any time. Notwithstanding the foregoing rules of conduct, employment with WCA is strictly at-will and may be terminated at any time, with or without cause and with or without notice.

Policy Against Discrimination, Harassment, and Retaliation

WCA is committed to providing a workplace free of sexual harassment, as well as harassment and discrimination based on such factors as race, color, religion, sex, pregnancy, childbirth, or related medical conditions, gender, gender identity, gender expression, national origin, ancestry, physical disability, mental disability, age, medical condition, genetic information, marital status, military and veteran status, sexual orientation, or any other basis protected by federal, state, or local laws. WCA prohibits unwelcome, harassing or discriminatory conduct by employees, managers, supervisors, or any third parties towards other employees, interns, apprentices, volunteers, non-employees with whom the Company has a business, service, or professional relationship, or other persons with whom employees come into contact, even if such conduct does not rise to the level of harassment or discrimination as defined by law.

The California Fair Employment and Housing Act and Title VII of the 1964 Civil Rights Act prohibit harassment and discrimination in the workplace. There will be no retaliation against any employ-
ee who, in good faith, files such a complaint, or participates in a workplace investigation. As a preventative measure, WCA will investigate all complaints of harassment, discrimination, or retaliation and take disciplinary action as required to remedy the situation. Sexual harassment is defined by law to include the following:

Unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:

1. Submission to such conduct is made either explicitly or implicitly a term or condition of an individual's employment;

2. Submission to or rejection of such conduct by an individual is used as the basis for employment decisions affecting such individual; or

3. Such conduct has the purpose or effect of substantially interfering with an individual's work performance or creating an intimidating, hostile, or offensive working environment.

Behavior that does not rise to the level of illegal harassment as defined by law may still be unacceptable in the workplace and a violation of this policy subjecting an employee to disciplinary action up to and including termination. The Company's policy against harassment includes a prohibition on sexual harassment, or any conduct that may be perceived as harassment, which may include conduct between members of the opposite or same gender. Sexual harassment comes in many forms - such as verbal, physical, visual or written (including e-mail) - and may include, but is not limited to, conduct such as:

- Unwelcome sexual advances;
- Offering any employment benefit in exchange for sexual favors;
- Conditioning any term or condition of employment upon participation in any sexual conduct whatsoever;
- Making, threatening or engaging in any form of reprisal in connection with a negative response to any sexual advance;
- Verbal conduct such as teasing or making derogatory, degrading or sexually suggestive jokes, slurs, comments, remarks or epithets;
- Visual conduct such as leering, making sexual gestures, displaying or distributing sexually suggestive or derogatory material such as cartoons, photographs, depictions, e-mails, faxes or other writings or documents;
- Physical conduct such as touching, blocking or interfering in any way with another's movement or work, or any assault upon another;
- Displaying, distributing or bringing onto the premises sexually suggestive pictures, books, magazines, recordings, or other materials;
- Engaging in intimidating, threatening or aggressive conduct based on gender or sex; or
- Any gender or sexually based conduct that has the purpose or effect of interfering with another's work, or of creating a hostile or offensive work environment.

The above list is not all-inclusive, but illustrates some of types of conduct that are inappropriate. Harassment based on sex, or any other protected category, is prohibited and will not be tolerated.

WCA needs, expects and encourages you to come forward, without delay, should you suspect that discrimination or harassment has occurred. Any individual who feels that he or she is a victim of, or witness to, discrimination or harassment should immediately report the matter to your Supervisor or Foreman. If your Supervisor or Foreman is not available, or you are more comfortable reporting to the matter to the Human Resources Supervisor or another member of management, please do so. Your initial report may be verbal or written, and should provide the relevant facts and individuals involved, including potential witnesses. Failure to report your concerns and provide the necessary information prevents WCA from taking the appropriate steps to prevent and/or correct such situations. You may also choose to file a complaint with the EEOC or the DFEH. The nearest offices are listed in the telephone book.
Supervisors must report complaints of harassment, discrimination, or retaliation, to the Human Resources Supervisor. All complaints will be investigated. Investigations will be timely, impartial, fair, and thorough. Investigations will be as confidential as possible under the circumstances. Information obtained during the process will be only shared with those individuals on a need-to-know basis. WCA will provide all parties appropriate due process and reach conclusions based on the evidence collected. When the investigation discloses a violation of this policy, appropriate remedial action will be taken and feedback given to the complaining employee.

Members of management who are not alleged to have been involved in the conduct will investigate the report. Appropriate corrective action will be taken if it is found that inappropriate or discrimination or harassment has occurred.

WCA prohibits retaliation against any person who opposes, reports or assists another person in reporting suspected discrimination or harassment. Employees who come forward in good faith to report any incident of suspected discrimination or harassment will be protected from retaliation for having done so. Similarly, employees who participate in good faith in an investigation of reported misconduct will be protected from retaliation for having done so. WCA needs, expects and encourages you to come forward, without delay, should you suspect that any form of retaliation has occurred. Retaliation will not be tolerated.

Any employee of the Company, whether a manager, Supervisor, co-worker or subordinate, who is found to have engaged in prohibited discrimination, harassment, retaliation or related misconduct, is subject to disciplinary action, up to and including termination. In addition, any employee who engages in prohibited harassment or retaliation may be held personally liable for such conduct, and subject to monetary damages. This may include any Supervisor or manager who knew about harassment and failed to take the appropriate steps. The Company does not consider conduct in violation of this policy to be within the course and scope of employment or the direct consequence of the discharge of one’s duties. Accordingly, to the extent permitted by law, the Company reserves the right not to provide a defense or pay damages assessed against any employee based on conduct in violation of this policy.

WCA takes such matters very seriously. Violations of this policy will not be tolerated and may result in disciplinary action, up to and including termination. In addition, any person who makes or causes to be made any knowingly false or fraudulent material statement or material misrepresentation will be subject to disciplinary action, up to and including termination of employment.

**Drug and Alcohol-Free Workplace Policy**

To ensure the health and safety of its employees, customers and property, WCA is dedicated to maintaining a drug-free workplace. All employees are required to perform their job duties unimpaired by illegal drugs, alcohol or the improper use of legal substances, at all times.

**Illegal Drugs**

WCA has absolutely no tolerance for illegal drugs. Selling, buying, manufacturing, distributing, possessing, using or being under the influence of any illegal, mind-altering or non-prescribed controlled substance while on Company premises or conducting any Company business is prohibited and may result in your immediate removal from the premises, and/or disciplinary action up to and including termination. “Under the influence” as used herein refers to the presence of any measurable amount of any illegal substance (as defined under state or federal law). In addition, any illegal substance found on Company premises or while you are conducting any Company business may be turned over to outside legal authorities for further investigation.

Although marijuana may be obtained under state law, marijuana is still illegal under federal law. As such, use, sale, possession, or being under the influence of marijuana, whether prescribed or recreational, during working time, while on Company property, or while performing Company
INJURY & ILLNESS PREVENTION PROGRAM

Programa de Prevención de Lastimadura o Enfermedades (IIPP)

West Coast Arborists, Inc.
CONTACT THE CORPORATE OFFICE FOR THE FOLLOWING DEPARTMENTS  
**Toll Free (800) 521-3714**

**SAFETY**  
*Ernesto Macias*  
Safety & Claims Manager  
(714) 991-1900 ext. 162  
(714) 713-0269  
emacias@wcainc.com

**CLAIMS**  
*Veronica King*  
Claims Supervisor  
(714) 412-3647  
(714) 991-1900 ext. 102  
vking@wcainc.com

*Angie Alcantara*  
Claims Coordinator  
(714) 412-7194  
(714) 991-1900 ext. 117  
aalcantar@wcainc.com

**TRAINING**  
*Dane Jensen*  
Training Coordinator  
(714) 225-8407  
(714) 991-1900 ext. 170  
djensen@wcainc.com

**HUMAN RESOURCES**  
*Eliz Parra*  
Human Resource Supervisor  
(714) 991-1900 ext. 140  
(714) 920-3685  
eparra@wcainc.com

*Ana Cruz*  
Human Resources Assistant  
(714) 991-1900 ext. 158  
acruz@wcainc.com

**FIELD OPERATIONS**  
*Andrew Trotter*  
Vice President  
(714) 920-1262  
atrotter@wcainc.com

*Jason Pinegar*  
Vice President  
(408) 210-6415  
jpinegar@wcainc.com

**EMERGENCY**

When you call 911, be prepared to answer the call-taker’s questions, which may include:

- The location of the emergency, including the street address
- The phone number you are calling from
- The nature of the emergency

Details about the emergency, such as a physical description of a person who may have committed a crime, a description of any fire that may be burning, or a description of injuries or symptoms being experienced by a person having a medical emergency.
Injury & Illness Prevention Program (IIPP)

PURPOSE
West Coast Arborists, Inc. are committed to the safety and health of our employees and know that our strength as a company is only as good as the strength of each individual. We strive to place safety and health above all else and will involve all workers at every level in establishing, implementing, and evaluating our efforts. This written Injury & Illness Prevention Program (IIPP) is intended to reduce the severity of job-related illnesses and injuries at this company. It is our intent to comply with the requirements of the state of California laws and Section 3203 of the General Industry Safety Orders.

MANAGEMENT COMMITMENT
Our commitment to safety and health shows in every decision we make and every action we take, which is why we've established workplace objectives for injury and illness prevention. As a company, our safety goals are to prevent injuries, illnesses and accidents in the workplace. The primary purpose of the program is to insure the safety and health of West Coast Arborists, Inc. employees and provide a safe and healthful work environment. The following Injury and Illness Prevention Program Administrator(s) coordinates the program elements for our company:

<table>
<thead>
<tr>
<th>Administrator</th>
<th>Responsibility &amp; Authority</th>
<th>Information &amp; training</th>
<th>Resources Provided</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ernesto Macias, Safety Manager</td>
<td>Compliance, Communication, Hazard Assessment, Accident/</td>
<td>Certified Treecare Safety Professional, Certified Society</td>
<td>TCIA, SHRM, ISA, OSHA, ANSI, ATTSa</td>
</tr>
<tr>
<td></td>
<td>Exposure Investigation, Hazard Correction, Recordkeeping</td>
<td>Human Resources Professional</td>
<td></td>
</tr>
<tr>
<td>Dane Jensen, Training Coordinator</td>
<td>Recordkeeping, Training and Instruction</td>
<td>Certified Treecare Safety Professional, TRAQ Qualified, CPR/First Aid Instructor</td>
<td>TCIA, ISA, OSHA, ANSI, ATTSa</td>
</tr>
</tbody>
</table>

This person(s) is responsible for setting up and managing the program so that managers, supervisors, and employees know what the company expects. The Program Administrator(s) is accountable for meeting these responsibilities when we conduct the yearly performance evaluations. He/She has the authority (delegated ability to take action) to carry out his/her duties in a timely manner so that progress is made in meeting program goals. He/She is also provided with sufficient resources, information, and training to meet those responsibilities.

The Management Team has examined our existing policies and practices to ensure that they encourage and do not discourage reporting and participation in our program. In this way, early reporting of injuries, illnesses, and hazards, as well as meaningful employee participation in the program are more likely to occur. The reporting of injuries, illnesses, and hazards are especially important because the success of the program depends on such reporting.

The Management Team reviews all incentive programs to ensure that they are designed to reward safe work practices, such as, active participation in the program, the identification of hazards in the workplace, and the reporting of the early signs and symptoms of illnesses, rather than to reward employees for having fewer injuries or illnesses.

Managers and Supervisors are responsible for implementing and maintaining the Injury and Illness Prevention Program in their work areas and for answering worker questions about the program. A copy of this program is available from each manager and supervisor.

SAFETY COMMUNICATION
In an effort to open the lines of communication between management and employees, we've established a system that allows a continuous flow of safety and health information that is readily understandable by all affected employees.

The Safety Manager and Training Coordinator communicate with employees weekly, monthly and quarterly about the program, so they have the information necessary to protect themselves from hazards and have effective input into the operation of the program. We realize that it is essential to keep our employees informed on matters relating to occupational safety and health while encouraging them to inform management of hazards in the workplace without fear of reprisal. That is why we've implemented a communication system that includes: WCA mobile safety tips, weekly tailgates, monthly crew meetings, monthly supervisory meetings.
Programa de Prevención de Lastimaduras o Enfermedades

PROPOSITO
West Coast Arborists, Inc. está comprometido en la seguridad y salud de nuestros empleados y reconocemos que la compañía es tan fuente como son de fuertes sus empleados. Nos esforzamos para poner seguridad y salud arriba de cualquier otra cosa y vamos a involucrar a todos los empleados en todos los niveles para establecer, implementar y evaluar nuestros esfuerzos. Este programa de Prevención de Lastimaduras y Enfermedades (IIPP) está escrito con la intención en reducir la gravedad de enfermedades relacionadas al trabajo y lastimaduras en esta compañía. Es nuestra intención en cumplir con los requisitos de las leyes del estado de California y Sección 3203 de Ordenes de Seguridad de la Industria.

COMPROMISO DE GERENCIA
Nuestro compromiso para la seguridad y salud se demuestra en cada decisión que hacemos y acción que tomamos, por eso hemos establecido objetivos para el lugar de trabajo para la prevención de lastimaduras o enfermedades. Como compañía nuestras metas para la seguridad es prevenir lastimaduras, enfermedades y accidentes en el lugar de trabajo. El propósito principal del programa es asegurar la seguridad y salud de los empleados de West Coast Arborists, Inc. y proveer un ambiente de trabajo seguro y saludable. Los siguientes Administrador(s) y Coordinan el Programa y sus elementos de Prevención para la compañía:

<table>
<thead>
<tr>
<th>Administrador</th>
<th>Responsabilidad &amp; Autoridad</th>
<th>Información y Entrenamiento</th>
<th>Recursos Providos</th>
</tr>
</thead>
<tbody>
<tr>
<td>Ernesto Macias</td>
<td>Compliance, Communication, Hazard Assessment, Accident/Exposure Investigation, Hazard Correction, Recordkeeping</td>
<td>Certified Treecare Safety Professional, Certified Society Human Resources Professional</td>
<td>TCIA, SHRM, ISA, OSHA, ANSI, ATTSA</td>
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</tbody>
</table>

Esta persona(s) son responsables en establecer y manejar el programa para que manejeadores, supervisores y empleados estén enterados de que espera la compañía. El Administrador(s) es responsable en conducir evaluaciones de desempeño cada año. El/Ella tiene la autoridad (tiene la habilidad para delegar y tomar acción) y llevar a cabo sus deberes de manera oportuna para el avance en el progreso de obtener las metas del programa. El/Ella es proporcionado con los suficientes recursos, información y entrenamiento para cumplir con las responsabilidades.

El Equipo de Gerencia ha examinado nuestras pólizas y practicas existentes para asegurar que animen y no desalienten al reportor o participar del programa. De esta manera, el reportar temprano lastimaduras, enfermedades o peligros, el igual la participación en el programa ocurren mas seguido. Para que el programa sea exitoso es importante que reporten lastimaduras, enfermedades o peligros.

El Equipo de Gerencia revisa todos los programas de incentivo para asegurar se otorgue un premio por prácticas de seguridad tal como, participación actual, identificación de peligros en el lugar de trabajo, identificar y reportar las señales y síntomas tempranas, en vez de otorgar premio por tener pocas lastimaduras o enfermedades.

Los Manejadores y Supervisores son responsables en implementar y mantener el Programa de Prevención de Lastimaduras Enfermedades en sus áreas de trabajo al igual en responder preguntas del programa. Una copia del programa está disponible con su manejoar o supervisor.

COMMUNICATION SOBRE LA SEGURIDAD
En un esfuerzo en abrir las líneas de comunicación de gerencia y empleados, hemos establecido un sistema que permite fluir la comunicación de seguridad y información cual es comprensible por todos los empleados involucrados.

El Manejador de Seguridad y Coordinador de Entrenamiento comunican semanalmente, mensual y cada trimestral acerca del programa, para que tengan la información necesaria para protegerse de un peligro y tener información efectiva de cómo funciona la operación del programa. Nos damos cuenta de que es esencial mantener a nuestros empleados de los asuntos relacionados a la salud y seguridad del oficio y animar los a mantener informados a gerencia de cualquier peligro en el lugar del trabajo sin el temor de represalias. Es por eso que hemos implementado un sistema de comunicación: WCA Móvil consejos de seguridad, juntas tallages, juntas mensuales con la cuadrilla, juntas mensuales con el supervisor con gerencia para hablar acerca de los problemas de seguridad y accidentes que han ocurrido, sugerencia de los empleados, estas notificaciones son dados a todos los empleados en las juntas y cuando el empleado pida el requisito.

COMITÉ DE GERENCIA/LABORAL SEGURIDAD Y SALUD
Hemos elegido usar el comité de gerencia/laboral de seguridad y salud para asegurar que la información sea con-
held with management to discuss safety problems and accidents that have occurred, employee safety suggestion, these notices are given to all employees at meetings and when requested by employees.

LABOR/MANAGEMENT SAFETY AND HEALTH COMMITTEE
We've elected to use a labor/management safety and health committee to ensure that a continuous flow of information is maintained. This committee meets monthly and is responsible for reviewing accidents and injury reports on completeness and accuracy to ensure if appropriate policies and procedures were followed to prevent recurrence.

EMPLOYEE PARTICIPATION AND INFORMATION
All of our employees, including managers and supervisors, are trained and expected to follow the general safe and healthful work practices and work practices specifically developed for their jobs. In addition, they must understand our safety and health reporting system, so that reports are received in a timely and systematic manner.

To ensure employee compliance with safe work practices, we've developed the following recognition methods to motivate employees to put our safety rules and work procedures into practice: crew lunches, safe crew of the month by region, employee of the month, safe crew visit handouts.

Our company also holds employees accountable if they violate safety and health rules or safe work practices. Our disciplinary procedures are as follows depending on the severity of the violation and if there is a recurrence of the safety violation, it will determine the following action(s) to be taken: verbal warning, written warning, 1-day suspension, 3-day suspension and/or termination.

A copy of Cal/OSHA's Injury and Illness Prevention Program regulation, Section 3203, and other information is accessible to all employees at the corporate office located at 2200 E. Via Burton, Anaheim, CA. 92806. However, this information does not include confidential or private information that is of a personal nature, such as medical records.

While we provide opportunities for employee participation, we also comply with the National Labor Relations Act.

SAFETY AND HEALTH REPORTING
Our safety and health reporting system ensures that all front-line Supervisors and the Safety Manager receives and promptly responds to the report, evaluates the report to determine whether an injury or illness has occurred, and takes corrective action as Cal/OSHA regulations require and where appropriate. When determining whether an employee who has experienced signs or symptoms of an injury or illness actually has an injury or illness, we have the employee evaluated, at no cost to the employee, by an approved medical provider.

We use the following method for reporting job-related injuries, illnesses, fatalities, near-misses, and hazards: Written incident reports, e-mail, phone calls, text messages to the Claims Department. Our reporting method allows for anonymous notification of near-misses and hazards that do not involve job-related injury, illness, or fatality. All employee reports (whether or not they are anonymous) are taken seriously by the company. If an injury, illness, fatality, near-miss, or hazard has occurred, we will identify, assess, and control the hazard(s).

HAZARD IDENTIFICATION AND ASSESSMENT
Before existing and potential hazards can be prevented and controlled, they must be identified and assessed. It is critical that this be done for the entire workplace. The Safety Manager reviews existing safety and health records on a weekly and monthly basis.

The Safety Manager, Safety Inspectors, Area Managers, Supervisors and/or Foremen perform hazard inspections on a daily, weekly, monthly basis. This person/team has a thorough knowledge of the work being performed and the regulations that apply. Inspections are conducted with job briefings and crew evaluations. The Safety Manager and the head of the department identifies and evaluates hazards before we change procedures, or change design, or purchase equipment, materials, or processes. This is called proactive safety, and the concept encompasses facilities, hardware, equipment, tooling, materials, layout and configuration, energy controls, environmental concerns, and products.

In addition, the Safety Manager will investigate each work-related fatality, serious injury or illness, or near-miss having the potential to cause death or serious physical harm.
tinua y fluya y sea constante. Este comité se reúne mensualmente y es responsable en revisar accidentes y reportes de lastimaduras para asegurar que este completo y correcto. Asegurar que las pólizas y procedimientos han sido obedecidos y apropiados para prevenir que vuelva ocurrir.

**PARTICIPACION Y INFORMACION DE EMPLEADOS**

Todos nuestros empleados, incluyendo manejador y supervisores están entrenados en seguir la practicas generales de seguridad y salud y practicas desarrolladas específicamente para cada persona y su trabajo. Adicionalmente, deben comprender nuestro sistema de reportaje para la seguridad y salud, para que los reportes sean entregados a tiempo y de manera sistemática.

Para asegurar que los empleados cumplan con las practicas de seguridad en el trabajo, hemos desarrollado los siguientes métodos para dar reconocimiento para motivar a los empleados en poner en practica las reglas de seguridad y procedimientos de trabajo; lonches para la cuadrilla, cuadrilla segura cada mes para cada región, empleado del mes, folletos a cuadrilla más segura.

Nuestra compañía mantiene y responsabiliza a los empleados si violan las reglas de seguridad y salud o practicas de seguridad de trabajo. Nuestros procedimientos de disciplina son los siguientes dependiendo de lo severo de la violación y si existe recurrencia de la violación de seguridad será determinado con las siguientes acciones: aviso verbal, aviso en escrito, 1 día de suspensión, 3-días de suspensión y o hasta terminación.

Una copia de Cal/OSHA Programa de Prevención de Salud y Enfermedad regulación Sección 3203, o otra información es accesible a todos los empleados en la oficina central localizada 2200 E. Via Burton, Anaheim, CA 92806. Sin embargo, esta información no contiene información confidencial o privada que es de naturaleza personal, como es archivos médicos.

Mientras nosotros proveemos oportunidades en la participación de empleados, también cumplimos con el Acto de Relaciones Nacionales de Labor.

**REPORTANDO SEGURIDAD Y SALUD**

Nuestro sistema para reportar seguridad y salud asegura que todos los Supervisores y Manejador de Seguridad reciban y responda rápidamente al reporte, evalúa el reporte y determina si ha ocurrido una lastimadura o enfermedad y toma la acción correcta como las regulaciones de Cal/OSHA sean requeridas y apropiadas. Determinar cuándo un empleado está experimentando señales, síntomas de que ha ocurrido una lastimadura o enfermedad y determinar si actualmente es una lastimadura o enfermedad. Mandamos evaluar al empleado, sin ningún costo al empleado, por un proveedor medico aprobado.

Usamos el siguiente método para reportar lastimaduras, enfermedades, fatalidades, casi un incidente, peligros: Reporte de Incidente en escrito, correo electrónico, llamadas, textos al Departamento de Reclamos. El método de reportar permite notificación anónima de casi un incidente y peligros que no involucran lastimadura relacionada al trabajo, enfermedades o fatalidad. Todos los reportes de los empleados (ya sea o no anónima) son tomadas con seriedad por la compañía. Si una lastimadura, enfermedad, fatalidad, casi un incidente o peligro ocurre nosotros vamos a identificar, asesorar, y controlar el peligro(s).

**IDENTIFICACION Y ASESORAR PELIGRO**

Antes de que un peligro puede ser prevenido y controlado, debe de ser identificado y asesorado. Es crítico que esto se haga con todo el lugar del trabajo. El Manejador de Seguridad revisa los archivos de seguridad y salud existentes cada semana y mensualmente.

El Manejador de Seguridad, Inspectores de Seguridad, Manejadores de Área y/o Mayordomos harán una inspección de peligros todos los días, semanalmente y mensualmente. Esta persona/equipo tiene conocimiento extenso del trabajo que será desempeñado y la regulación que aplican. Inspecciones son conducidas con sesiones informativas y evaluaciones de cuadrilla.

El Manejador de Seguridad y Supervisor del departamento identifica y evalúa los peligros antes de cambiar un procedimiento o cambiar un diseño o comprar equipo, materiales o proceso. Se llama seguridad proactiva, el concepto involucra facilidades, equipos, herramientas, materiales, diseño y configuración, controles de energía, preocupaciones del ambiente y productos.

Adicionalmente, el Manejador de Seguridad hará una investigación por cada fatalidad, lastimadura seria o enfermedad o casi un incidente relacionado al trabajo cual tienen el potencial en causar la muerte o daño físico y serio.

El Manejador de Seguridad es responsable en determinar cuales reparaciones se harán o que correcciones deben ser hechas y asignar la responsabilidad para actualizar. Ya que sean corregidas, todos los peligros serán asesorados.
The Safety Manager is responsible for determining what repairs or corrections need to be made and assigning responsibility to get them done. Once corrected, all hazards are reassessed.

HAZARD PREVENTION AND CONTROL
Once hazards are identified and assessed, they must be eliminated or controlled. Job hazard controls are engineering, administrative, and/or work practice controls used to eliminate or materially reduce hazards. While engineering controls, where feasible, are the preferred method, administrative and work practice controls also may be important in addressing hazards. Personal Protective Equipment (PPE) may also be used to supplement engineering, work practice, and administrative controls, but may only be used alone where other controls are not feasible.

Ultimately, we implement job hazard controls to bring our facility into compliance with the California Occupational Safety and Health Act of 1973 and Cal/OSHA regulations. Generally, this means coming to one of three ends:

1. The hazards are materially reduced using the incremental abatement process;
2. The hazards are reduced to the extent feasible, and then the Safety Manager periodically looks to see whether additional controls are feasible and, if so, he/she implements them promptly; or
3. The hazards are eliminated.

When hazards are observed or discovered or when hazards are imminent, our company follows these steps for hazard control: immediate shutdown of job site and hazard is removed, repaired or replaced. Additional training is provided when necessary.

ACCIDENT/EXPOSURE INVESTIGATIONS
Although every effort is made to prevent workplace injuries and illnesses, we realize that accidents involving injuries and illnesses can happen, and we are prepared to handle these unexpected situations. If an accident or near-miss occurs in our establishment, the Foreman, Supervisor, Area Manager, Safety Inspector and/or Safety Manager is responsible for conducting a thorough accident investigation to identify the cause(s), as well as the steps that must be taken to correct the situation.

Our company follows these steps when investigating an accident (involving an occupational injury, illness, fatality, or exposure to a hazardous substance) or near-miss occurrence: an incident report is filled out by the person conducting the investigation and is reviewed by Supervision and/or the Safety Manager.

TRAINING
Training is one of the most important elements of our Injury and Illness Prevention Program because it allows employees to learn their jobs properly, brings new ideas into the workplace, reinforces existing ideas and practices, and puts our program into action.

All of our employees, which include managers, supervisors, and workers, know about the establishment and success of our Injury & Illness Prevention Program.

They understand the importance of establishing and maintaining safe and healthful working conditions and their roles in this effort. Under no circumstances may an employee work in job assignments for which training is required until he/she has successfully completed the proper training. This includes all existing and new employees.

However, if an employee has received training in certain required topics within the last three (3) years, initial training in those specific topics may not be required. Before we can meet the prior training exception, the Training Coordinator must be able to demonstrate that the employee has retained sufficient knowledge to meet the requirements for initial training. He/She determines this by reviewing employee's application and verification of past experience, discussion with employee, and/or testing.

To be clear, training and instruction is provided:

- When this program is first established;
- To all new employees;
- To all employees given new job assignments for which training has not previously been received;
PREVENCIÓN Y CONTROL DE PELIGROS

Ya que los peligros son identificados y asesorados, deben ser eliminados y controlados. Los controles de peligros en el trabajo son de ingeniería, administrativa y/o prácticas para controlar es usado para eliminar o materialmente reducir los peligros. Mientras la ingeniería controla, donde sea factible, sea el método preferido, prácticas de trabajo y administrativa controles pueden ser importantes para hablar del peligro. PPE- Equipo Personal Protector también se puede utilizar para complementar la ingeniería, prácticas de trabajo y controles administrativos, pero puede ser usados solos donde los controles no son factibles.

Ultimadamente, nosotros implementamos controles en los peligros del trabajo para poner nuestra facilidad en cumplimiento con California Occupational Safety and Health Act de 1973 y regulaciones de Cal/OSH. En general, esto significa llegar a un acuerdo de los tres extremos:

1. El peligro materialmente reduce usando incrementa el proceso de disminución;
2. El peligro es reducido al extinto factible, y el Manejador de Seguridad periódicamente mira si debe haber controles que sean factibles, y si el/ella implementa rápidamente; o
3. Los peligros son eliminados.

Cuando peligros son observados o descubiertos o cuando existe un peligro eminentemente nuestra compañía sigue los siguientes pasos para el control del peligro: inmediatamente cerrar el lugar de trabajo y remover el peligro, reparar o reemplazar. Entrenamiento adicional es proporcionado cuando sea necesario.

INVESTIGACION ACCIDENTE/EXPONER

A pesar de nuestros esfuerzos para prevenir lastimaduras y enfermedades en el trabajo, nos damos cuenta de que accidentes que involucren lastimaduras o enfermedades pueden ocurrir y estamos preparados para manejar estas situaciones inesperadas. Si un accidente ocurre o ocurre un casi incidente nuestro establecimiento, Mayordomo, Supervisor, Manejador del Área, Inspector de Seguridad y o Manejador de Seguridad es responsable en conducir una investigación completa para identificar la causa(s), como también determinar los pasos necesarios para corregir la situación.

Nuestra compañía sigue estos pasos para investigar el accidente (involucrando una lastimadura ocupacional, enfermedad, fatalidad o ser expuesto a una sustancia peligrosa) o un casi incidente: un reporte del incidente debe ser completado por la persona conduciendo la investigación y es revisado por Supervisor y o Manejador de Seguridad.

ENTRENAMIENTO

Entrenamiento es uno de los elementos más importantes del Programa de Prevención porque permite a los empleados que aprendan su trabajo apropiadamente, trae nuevas ideas al lugar de trabajo, reforzar las ideas y prácticas existentes y pone el programa en acción.

Todos nuestros empleados, cual incluye Manejadores, Supervisores y Trabajadores están informados acerca del éxito del Programa de Prevención de Lastimaduras y Enfermedades.

Ellos comprenden la importancia en establecer y mantener condiciones en seguridad y salud su esfuerzo y su papel es importante. Bajo ninguna circunstancia un empleado no puede trabajar en un trabajo cual requiere entrenamiento hasta que haiga recibido y completado con éxito el entrenamiento apropiado. Esto incluye empleados existentes y nuevos.

Sin embargo, si un empleado recibe entrenamiento en ciertos temas en los últimos 3 años, entrenamiento no será requerido en esos temas. Antes de cumplir con la excepción de entrenamiento previa, el Coordinador de Entrenamiento debe demostrar que el empleado ha retenido el suficiente conocimiento del tema para cumplir con el requisito del entrenamiento previo. El/ella determina esto repasando la solicitud del empleado y verifican la experiencia previa, discusión con el empleado y/o administrar examen.

Para estar claro, entrenamiento y instrucción es provida:

- Cuando el programa es establecido primero;
- Permitir a todos los nuevos empleados;
- Para todos los nuevos empleados que son otorgados nuevas tareas por cual no han recibido entrenamiento previo;
- Cuando nuevas sustancias, procesos, procedimientos o equipo es introducido al lugar del trabajo y representa un nuevo peligro;
- Cuando recibimos notificación de un nuevo o previo peligro no reconocido; y
- Para los supervisores para familiarize con la seguridad y peligros de salud cuales pueden estar expuestos los empleados que trabajan bajo su dirección y control; y
- Para todos los empleados con respeto a peligros específicos a las tareas de cada empleado.
Whenever new substances, processes, procedures, or equipment are introduced to the workplace and represent a new hazard;
Whenever we are made aware of a new or previously unrecognized hazard; and
To supervisors to familiarize them with the safety and health hazards to which employees under their immediate direction and control may be exposed; and
To all workers with respect to hazards specific to each employee’s job assignment.

We follow this training and retraining schedule on a monthly and as needed basis to ensure all personal are up to date with state and region training/re-training guidelines and laws.

The Training Coordinator will identify trainees in each set of new employees and make arrangements with department management to schedule training. He/She will also identify those existing employees who need retraining. Foreman, Supervisors, Area Managers and/or the Training Coordinator is responsible for conducting training. His/Her qualifications include certifications from an entity within the training subject and/or on the job experience.

The company training program includes an opportunity for employees to ask questions and receive answers via a physically-present and qualified trainer, e-mail to Training Coordinator or Safety Manager, and/or a phone call to the corporate office at (800)521-3714. This allows employees to fully understand the material presented to them. All training and information is provided in a language the trainee will understand.

TRAINING CERTIFICATION
The Training Coordinator is responsible for keeping records certifying each employee who has successfully completed training. Each certificate may contain all or some of the following: employee name, employee number, date of training, expiration of training, type of training, trainer/evaluator name.

SAFETY AND HEALTH RECORDKEEPING
To reduce or eliminate employee injuries or illnesses, we are committed to learning from past experience and making corrections for future operations. That is why information is gathered and stored so that control procedures can be instituted to prevent injuries or illnesses from recurring.

The records we maintain include the following:

<table>
<thead>
<tr>
<th>Record/Document</th>
<th>Details</th>
<th>Location</th>
<th>Duration</th>
</tr>
</thead>
<tbody>
<tr>
<td>OSHA logs</td>
<td>OSHA logs of accidents</td>
<td>Corporate office</td>
<td>5 years</td>
</tr>
<tr>
<td>Incident reports</td>
<td>Accident investigations</td>
<td>Corporate office</td>
<td>5 years</td>
</tr>
</tbody>
</table>

PROGRAM EVALUATION
It is inherent that problems may occasionally arise in this written Injury & Illness Prevention Program. Although we may not be able to eliminate all problems, we try to eliminate as many problems as possible to improve employee protection and encourage safe work practices. By having our Program Administrator(s) thoroughly evaluate and revise our written Injury & Illness Prevention Program in a timely manner, we can eliminate problems effectively and ensure that our program is appropriate to workplace conditions.

At West Coast Arborists, Inc. our program evaluation is performed by our Program Administrator(s) annually to determine what is working well and what changes, if any, are needed. The evaluation involves reviewing of accidents and injuries of previous year(s), review of company polices, update of any new state and/or federal laws and regulations.

APPENDICES
We have attached the following documents to this written program:
- Pre-job Briefing
- Crew Evaluation
- Incident Report
- Safety/Training Sign-In Sheet
- Employee Safety Suggestion
- Warning Report
Nosotros seguimos el entrenamiento y reentrenamiento horario mensual y como sea necesario para asegurar todo personal está al corriente con el entrenamiento/reentrenamiento del estado y región conforme a las guías y leyes.

El coordinador de Entrenamiento identificará aprendiz de cada grupo de nuevos empleados y hará arreglos con el gerente del departamento para establecer el horario para entrenamiento. El/Ella también va a identificar empleados actuales que necesitan reentrenamiento. Mayordomo, Supervisores y Manejador del Area y o Coordinador de Seguridad es responsable en conducir entrenamiento. El/Ella calificaciones incluyen certificaciones de una entidad en el tema de entrenamiento y o experiencia de trabajo.

El programa de entrenamiento de la compañía incluye la oportunidad para que los empleados hagan preguntas y reciban respuestas en persona y por un entrenador calificado, correo electrónico al Coordinador de Entrenamiento o Manejador de Seguridad o y por teléfono a la oficina corporativa al (800)521-3714. Esto ayuda a los empleados entender completamente el material presentado. Todo el entrenamiento y información es provida en el lenguaje que el aprendiz entienda.

CERTIFICACIONES ENTRENAMIENTO
El Coordinador de Entrenamiento es responsable en mantener archivos certificando cada empleado a completado el entrenamiento con éxito. Cada certificado puede contener todos o algunos de los siguientes: nombre de empleado, número de empleado, fecha de entrenamiento, fecha de vencimiento del entrenamiento, tipo de entrenamiento, entrenador/evaluador.

MANTENIMIENTO DE ARCHIVOS DE SEGURIDAD Y SALUD
Para eliminar lastimaduras o enfermedades de empleados, estamos comprometidos en aprender de las experiencias del pasado y hacer correcciones en un futuro en las operaciones. Por eso información es reunida y guardada para los procedimientos de control sean instituidos para prevenir lastimaduras y enfermedades que recurran.

Los archivos que mantenemos incluyen los siguientes:

<table>
<thead>
<tr>
<th>Archivo/Documento</th>
<th>Detalles</th>
<th>Localidad</th>
<th>Duración</th>
</tr>
</thead>
<tbody>
<tr>
<td>Registros OSHA</td>
<td>OSHA registros de accidentes</td>
<td>Oficina Corporativa</td>
<td>5 years</td>
</tr>
<tr>
<td>Reportes de Incidentes</td>
<td>Investigaciones de Accidente</td>
<td>Oficina Corporativa</td>
<td>5 years</td>
</tr>
</tbody>
</table>

EVALUACION DEL PROGRAMA
Es inherente que los problemas ocasionalmente provienen en el Programa de Prevención de Lastimaduras y Enfermedades escrito. Aunque no podamos eliminar todos los problemas, si intentamos eliminar los mas posibles como sea posible para mejorar la protección del empleado y animar practicas de seguridad en el trabajo. Al tener nuestros administradores del programa evaluar completamente y revisar en escrito nuestro Programa de Prevención de Lastimaduras y Enfermedades de una manera oportuna, podemos eliminar problemas efectivamente y asegurar que el programa es apropiado a las condiciones del trabajo.

En West Coast Arborists, Inc. la evaluación del programa es conducida por nuestros Administrador (s) anualmente para determinar que está funcionando y que puede cambiar, si existe alguno, o sea necesario. La evaluación incluye revisar accidentes y lastimaduras del año (s) previos, revisión de las pólizas de la compañía, actualizar cualquiera de las leyes o regulaciones del estado y o federales.

APPENDICES
Adjunto hemos incluido los siguientes documentos para el programa en escrito:

- Sesión Informativa
- Evaluación de Cuadrilla
- Reporte de Incidente
- Lista de Firmas- Seguridad/Entrenamiento
- Sugerencia de Empleados para Seguridad
- Reporte de Advertencia
APPENDICES
## Daily Crew Tasks

**Job Number:** 10082  
**Work Order:** 0  
**Location:** 3200 E Wk Burton, Aneal, CA 92808, USA  
**Weather:** The temperature is currently 87 degrees, clear sky. Today's high will be near 90 with a low near 78. Winds are out of the south-southwest around 7 mph. Be sure to use the UV index at all times throughout the day for the latest conditions.

### Work Type
- Forestry  
- Revi  
- Parking  
- Streets  
- Pumping  
- Parking  
- Other

### Surroundings
- Residential Property  
- Commercial Property  
- Schools  
- Parks  
- Artifacts  
- Streams

### Mobile
- Deer Dying/Out of Control  
- Traffic  
- Crime and Noise  
- White Muck/Trashings  
- Right-of-Way/Other Annual Records

### Property
- Utilities  
- Trees  
- Roofs  
- Landscape  
- Hardships  
- Vehicles

### Equipment
- RBE  
- Catcher  
- Chipper  
- Dewer Trucks  
- Loaders  
- Lift Trucks  
- Road Trucks

### Other Permissions

### Assignments
- MCA
Pre-Job Briefing
Created by ADAM RODRIGUEZ (E0409)

Job and Location
Customer: COUNTY OF ORANGE - FACILITIES
Date: 8/29/2019 at 7:50 AM
Job Number: 51083
Work Order: 0
Location: 900 N Maiden Ave, Fullerton, CA 92832, USA
Map

Scope
- Trimming

Surroundings
- Slopes
- Birds Flying In/Out of Canopy
- Cavities and Nests
- White Wash/Droppings
- Bird/Bees/Other Animal Sounds

Temperature is currently 69 degrees, mist. Today’s high will be near 73 with a low near 65. Winds are out of the south-southwest around 4 mph. Be sure to use the OSHA heat app throughout the day for the latest conditions. We will be working on or near slopes. Signals of wildlife in the area include birds flying in/out of canopy, cavities and nests, white wash/droppings, and bird/bee/other animal sounds.

Property Hazards
- Landscape
- Hardscape
- Underground Utility

Property hazards include landscape, hardscape, and underground utility. These hazards are caused by falling branches from removal or trimming, vehicular traffic, foot traffic, Stump Grinding, and Planting. They can be prevented by rigging, caution and awareness while walking or driving, caution and awareness while driving or operating, knowing USA markings, and caution using stump grinder.

Injuries
- Cuts
- Struck By
- Sprain or Strain
- Electrocution
- Foreign Object
- Fall
- Heat and Cold Illness
- Amputation
- Crushing
- Poisoning

Injury hazards include cuts, struck by, sprain or strain, electrocution, foreign object, fall, heat and cold illness, amputation, crushing, and poisoning. These injuries are caused by chainsaws, pole pruners, pole saws, hand saws, falling limbs, vehicular traffic, pedestrians, uneven surfaces, improper lifting techniques, electrical lines, saw dust, accidentally cutting rope, obstacles, being aware of extreme temperatures, rotating parts on machinery, falling tree, heavy logs, poison ivy, bees, and snakes. They can be prevented by two handed chainsaws, hanging tools appropriately, staying away from work area, being aware of traffic at all times, being extra cautious, lifting with legs and not back, maintaining a minimum separation distance, being aware of electrical lines, wearing appropriate PPE, staying focussed while trimming or walking, drink enough water, knowing the symptoms, keeping protective guards and covers in place, following safety procedures, staying focussed while trimming or removing, staying clear of landing zone, being aware of your surroundings, and PPE caution.

Drop Zone
Proper Drop Zone Identified.

Equipment
- PPE
- Chainsaws
- Chippers
- Boom Trucks
- Hand Tools

We will be using PPE, chainsaws, chippers, boom trucks, and hand tools. Review your equipment for hard hats, safety glasses, hearing protection, chaps, work boots, sharpened, no broken, missing, or worn parts, safety features in good repair; greased, all fluids at proper levels, always chip from the side only, no leaks, no holes on bucket, boom arm cleaned, no missing bolts, no broken cables, no broken handles, and everything is in good repair.

Assignments
- ADAM RODRIGUEZ: Clean Up.
- CANDELARIO PRIEGO: Trimming.
- SALVADOR ESCOBEDO: Clean Up.

Employee

Signature

E1319 - CANDELARIO PRIEGO  

E0409 - ADAM RODRIGUEZ
<table>
<thead>
<tr>
<th>Question</th>
<th>Yes</th>
<th>No</th>
<th>Comments/Concerns</th>
</tr>
</thead>
<tbody>
<tr>
<td>Was a job briefing done today</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are employees wearing proper safety gear</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Is the jobsite well organized &amp; safe</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the eqpt in good condition &amp; being operated safely</td>
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<tr>
<td>Are employees following WCA safety guidelines</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Are door hangers being used</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Is quality customer service being performed</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Does the City have any concerns</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is Foreman/Crewleader present</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the crew balance okay</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the crew following ANSI, ISA BMP &amp; City standards</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Is the crew completing work on a block by block basis</td>
<td></td>
<td></td>
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<tr>
<td>Is the dollar per man goal being met</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Is the crew using the proper recycling facility</td>
<td></td>
<td></td>
<td></td>
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<tr>
<td>Is any employee attending classes</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is any employee interested in becoming certified</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is any employee being trained in another position</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Are there any employees with challenges</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Did the Foreman check in with their CSR or City Inspector</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the paperwork current, complete &amp; legible</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Comments/Concerns</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>All Good</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Is the crew following heat illness prevention requirements</td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Has the crew scheduled their meal period before the fifth (5th) hour</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>
# QUALITY & SAFETY EVALUATION CHECKLIST

**Inspector:** HUGO ANGEL RINCON  
**Date:** 8/30/2019

**Foreman:** JOSE M. MUNIZ GARCIA  
**AM:** JUSTIN LEE MENZEL

**Location/City:** 111 E 5TH ST, TEMPE, AZ 85281, USA / CORE CONSTRUCTION

<table>
<thead>
<tr>
<th>Crew Evaluation</th>
<th>Yes</th>
<th>No</th>
<th>Comments</th>
</tr>
</thead>
<tbody>
<tr>
<td>1. Was a job briefing done today</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>2. Are employees wearing proper safety gear</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>3. Is the jobsite well organized &amp; safe</td>
<td>✔</td>
<td></td>
<td>sidewalk closed with plenty delineation and caution tape</td>
</tr>
<tr>
<td>4. Is the eap in good condition &amp; being operated safely</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>5. Are employees following WCA safety guidelines</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>6. Are door hangers being used</td>
<td>✔</td>
<td>✔</td>
<td>not necessary for this project</td>
</tr>
<tr>
<td>7. Is quality customer service being performed</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>8. Does the City have any concerns</td>
<td>✔</td>
<td></td>
<td>try to finish this job on schedule.</td>
</tr>
<tr>
<td>9. Is Foreman/Crewleader present</td>
<td>✔</td>
<td></td>
<td>removing the trees.</td>
</tr>
<tr>
<td>10. Is the crew balance okay</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>11. Is the crew following ANSI, ISA BMP &amp; City standards</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>12. Is the crew completing work on a block by block basis</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>13. Is the dollar per man goal being met</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>14. Is the crew using the proper recycling facility</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>15. Is any employee attending classes</td>
<td>✔</td>
<td>✔</td>
<td>not at this time</td>
</tr>
<tr>
<td>16. Is any employee interested in becoming certified</td>
<td>✔</td>
<td></td>
<td>Jose I think he's ready for his certified Arborist</td>
</tr>
<tr>
<td>17. Is any employee being trained in another position</td>
<td>✔</td>
<td></td>
<td>Jose is working with Pedro.</td>
</tr>
<tr>
<td>18. Are there any employees with challenges</td>
<td>✔</td>
<td>✔</td>
<td>no</td>
</tr>
<tr>
<td>19. Did the Foreman check in with their CSR or City Inspector</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>20. Is the paperwork current, complete &amp; legible</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>21. Comments/Concerns</td>
<td>✔</td>
<td></td>
<td>See Below</td>
</tr>
<tr>
<td>22. All Good</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
<tr>
<td>23. Is the crew following heat illness prevention requirements</td>
<td>✔</td>
<td></td>
<td>the crew has plenty cool clean water</td>
</tr>
<tr>
<td>24. Has the crew scheduled their meal period before the fifth (5th) hour</td>
<td>✔</td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

**Comments/Concerns:** the crew if working at City Hall removing some trees Jose is doing a good job
## INCIDENT INFORMATION

<table>
<thead>
<tr>
<th>DATE OF ACCIDENT</th>
<th>LOCATION</th>
<th>CITY</th>
</tr>
</thead>
<tbody>
<tr>
<td>TIME OF INCIDENT</td>
<td>INCIDENT REPORTED TO</td>
<td>□ ANGIE □ VERONICA</td>
</tr>
<tr>
<td></td>
<td>DATE REPORTED</td>
<td></td>
</tr>
</tbody>
</table>

## WCA INFORMATION

<table>
<thead>
<tr>
<th>Customer</th>
<th>Job #</th>
</tr>
</thead>
<tbody>
<tr>
<td>Foreman</td>
<td>Employee #1</td>
</tr>
<tr>
<td>Vehicle #(s)</td>
<td>Employee #2</td>
</tr>
</tbody>
</table>

## CAUSE (please check one)

- [ ] Equipment Failure
- [ ] Inadequately Secured Equipment (theft, lost, etc.)
- [ ] Incomplete Work (left debris at jobsite)
- [ ] Operator Error (dropped, loader damage, removal debris, etc.)
- [ ] Pruning Practices (poor, falling limbs, etc.)
- [ ] Unsecured Load (flying debris, overweight, etc.)
- [ ] Vandalism
- [ ] Third Party
- [ ] Personal Safety
- [ ] Unknown

## TYPE (please check one & explain in Description)

- [ ] Private Property (explain in Description)
- [ ] WCA Property (explain in Description)
- [ ] Vehicle Accident (explain in Description & list vehicle #s)
- [ ] Injury to Employee (specify type & part of body)
- [ ] Injury to Other Party (specify type & part of body)
- [ ] Utility
- [ ] Citation
- [ ] General Liability

## Description of Damage and/or Injury

- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]
- [ ]

## OTHER PARTY INFORMATION

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone #1</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>Telephone #2</td>
</tr>
<tr>
<td>City, State, Zip</td>
<td>Drivers License #</td>
</tr>
</tbody>
</table>

- [ ] Were the police called?  □ YES  □ NO
- [ ] Did the other party report any injuries?  □ YES  □ NO
- [ ] Did you take photos?  □ YES  □ NO
- [ ] Were you at fault?  □ YES  □ NO
SAFETY IMPROVEMENT PLAN

To be completed by: ☐ Foreman (minor)  ☐ Supervisor (moderate)  ☐ Area Manager/Safety Trainer (major)

<table>
<thead>
<tr>
<th>Issued To:</th>
<th>Date:</th>
</tr>
</thead>
<tbody>
<tr>
<td>Issued By:</td>
<td>Title:</td>
</tr>
</tbody>
</table>

**Cause of Incident:**
- ☐ Equipment failure
- ☐ Inadequately secured equipment (theft, lost, etc.)
- ☐ Incomplete work (left debris at jobsite)
- ☐ Operator error (dropped, loader damage, removal debris, etc.)
- ☐ Pruning practices
- ☐ Third party
- ☐ Unknown
- ☐ Unsecured load
- ☐ Vandalism
- ☐ Citation

**Employee Training:**
Has the employee previously been trained in this Aspect of company policy?  ☐ Yes  ☐ No

If Yes, how were they trained?
- ☐ Verbal
- ☐ Video
- ☐ On-the-job
- ☐ Tailgate Safety Session
- ☐ Quarterly Safety Meeting

**Why did it happen?**

**Review with employee how this could have been avoided**

**Date of Compliance**

**Employee Signature**

**ACTION:**  ☐ Review of Safety Policies  ☐ Additional Training  ☐ Employee Warning

**NOTE:** If issuing a formal warning, a warning report also be completed and submitted to Human Resources
## INCIDENT REPORT
### Supplemental Information

### Other Party Vehicle & Insurance Information

<table>
<thead>
<tr>
<th>Make</th>
<th>Model</th>
<th>Year</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

<table>
<thead>
<tr>
<th>Ins Co</th>
<th>Phone</th>
<th>Policy #</th>
</tr>
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<tbody>
<tr>
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</tbody>
</table>

### Witnesses

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone #</th>
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<tbody>
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<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone #</th>
</tr>
</thead>
<tbody>
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<td></td>
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</tbody>
</table>

### THIRD PARTY INFORMATION

<table>
<thead>
<tr>
<th>Name</th>
<th>Telephone #1</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Address</th>
<th>Telephone #2</th>
<th>Drivers License #</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
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</table>

### Third Party Vehicle & Insurance Information

<table>
<thead>
<tr>
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<th>Year</th>
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<tbody>
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<th>Policy #</th>
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</tbody>
</table>

---

Indicate on this diagram how the accident occurred

---

**OR draw other**

---

**TAKE PHOTOS!**
- Vehicles
- Traffic Signs
- Location
- Points of Impact
- Other Party
- License Plates
- Anything relevant

---

Completed By
INCIDENT REPORT
Supplemental Information

Detailed Description of Incident/Accident/Injury

Detailed Diagram if Applicable

Completed By

Date
ADAM RODRIGUEZ (E0409)
AGUSTIN CARRILLO (E0721)
ARGELIO RESENDIZ (E1848)
ARMANDO O. LOPEZ (E1147)
CARLOS IXTA (E0741)
DANIEL RIVAS (E0929)
DAVID FLORES (E1047)
EDUARDO VARGAS (E3188)
FILIBERTO ESTRELLA (E1219)
FRANCISCO RAMIREZ (E0743)
GABRIEL SOTO (E0367)
JOEL RIVERA (E0913)
JORGE MAGANA (E0033)
JOSAFAT MONTOYA (E2071)
JOSE RODRIGUEZ (E0418)
JUAN MARQUEZ (E0034)
LISA GRANILLO (E3638)
MICHAEL JAMES GILLISPIE (E2785)
PEDRO CUEVAS (E0780)
RANDY THOMPSON (E0003)
SALOMON SILVA (E0571)
Sign-In Sheet

Topic: Emergency Response
Area: Orange County

Date: 
Location: 

<table>
<thead>
<tr>
<th>Name:</th>
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</table>
SUGERENCIA DE SEGURIDAD DEL EMPLEADO

Sugerencia/Idea para mejorar la seguridad:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Nombre______________________ Fecha__________________

(opcional)

SUGERENCIA DE SEGURIDAD DEL EMPLEADO

Sugerencia/Idea para mejorar la seguridad:

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

Nombre______________________ Fecha__________________

(opcional)
**WARNING REPORT**

Emp #: ____________________________ Date: ____________________________

**EMPLOYEE NAME**

(First) ____________________________ (Middle) ____________________________

**TITLE**

SUPERVISOR

**VIOLATION (check box)**

☐ Attendance  ☐ Carelessness  ☐ Insubordination

☐ Late/Early Quit  ☐ Violation of Company Policies  ☐ Violation of Safety Rules

☐ Unauthorized Absence from Work Area  ☐ Willful Damage to Equipment  ☐ Working on Personal Matters

☐ Substandard Work Quality  ☐ Threatening or Engaging in Violence  ☐ Unsatisfactory Behavior (to Customers/Co-workers)

☐ Drinking/Drugs While at Work  ☐ Unfit for Duty  ☐ Other

**SUPERVISOR'S STATEMENT**

________________________________________________________________________

________________________________________________________________________

________________________________________________________________________

**EMPLOYEE'S STATEMENT**

☐ I Agree with the Supervisor's Statement  ☐ I Disagree with the Supervisor's Statement for this reason:

________________________________________________________________________

________________________________________________________________________

**PREVIOUS WARNINGS**

<table>
<thead>
<tr>
<th>DATE</th>
<th>ORAL</th>
<th>WRITTEN</th>
<th>OTHER</th>
<th>SUPERVISOR</th>
</tr>
</thead>
<tbody>
<tr>
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</tbody>
</table>

**ACTION**

☐ Warning  ☐ Suspension  ☐ Other

**TIMETABLE FOR IMPROVEMENT**

☐ Immediate  ☐ 30 Days  ☐ 60 Days  ☐ Other

**CONSEQUENCES**

Failure to improve will result in:

☐ Warning  ☐ Suspension  ☐ Dismissal  ☐ Other

☐ I have read this Warning Report and understand it  ☐ Employee declined to sign this form

Employee Signature ____________________________ Date ____________________________

Supervisor Signature ____________________________ Date ____________________________