

**ALL ITEMS FOR CONSIDERATION BY THE CITY COUNCIL AND CITY COUNCIL AS SUCCESSOR AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT COMMISSION ARE AVAILABLE FOR PUBLIC VIEWING IN THE OFFICE OF THE CITY CLERK AND THE CENTRAL LIBRARY**

**Agendas and other writings that will be distributed to the Councilmembers in connection with a matter subject to discussion or consideration at this meeting and that are not exempt from disclosure under the Public Records Act, Government Code Sections 6253.5, 6254, 6254.3, 6254.7, 6254.15, 6254.16, or 6254.22, are available for inspection following the posting of this agenda in the City Clerk's Office, at Commerce City Hall, 2535 Commerce Way, Commerce, California, and the Central Library, 5655 Jillson Street, Commerce, California, or at the time of the meeting at the location indicated below.**

**AGENDA FOR THE CONCURRENT ADJOURNED REGULAR MEETINGS OF  
THE CITY COUNCIL OF THE CITY OF COMMERCE AND  
THE CITY COUNCIL OF THE CITY OF COMMERCE AS SUCCESSOR  
AGENCY TO THE COMMERCE COMMUNITY DEVELOPMENT  
COMMISSION (HEREAFTER "SUCCESSOR AGENCY")  
COUNCIL CHAMBERS  
5655 JILLSON STREET, COMMERCE, CALIFORNIA**

**TUESDAY, APRIL 10, 2012 – 3:00 P.M.**

**CALL TO ORDER**

Mayor Leon

**ROLL CALL**

Deputy City Clerk Alexander

**PUBLIC COMMENT**

Citizens wishing to address the City Council and City Council as Successor Agency to the Commerce Community Development Commission ("Successor Agency") on any item on the agenda or on any matter not on the agenda may do so at this time. However, State law (Government Code Section 54950 et seq.) prohibits the City Council/Successor Agency from acting upon any item not contained on the agenda posted 72 hours before a regular meeting and 24 hours before a special meeting. Upon request, the City Council/Successor Agency may, in their discretion, allow citizen participation on a specific item on the agenda at the time the item is considered by the City Council/Successor Agency. Request to address City Council/Successor Agency cards are provided by the City Clerk. If you wish to address the City Council/Successor Agency at this time, please complete a speaker's card and give it to the City Clerk prior to commencement of the City Council/Successor Agency meetings. Please use the microphone provided, clearly stating your name and address for the official record and courteously limiting your remarks to five (5) minutes so others may have the opportunity to speak as well.

To increase the effectiveness of the Public Comment Period, the following rules shall be followed:

No person shall make any remarks which result in disrupting, disturbing or otherwise impeding the meeting.

**SCHEDULED MATTERS**

1. A Resolution of the City Council of the City of Commerce, California, Approving a Services Agreement With Trimming Land Co., Inc., for Tree Maintenance Services in the City of Commerce

**CONCURRENT ADJOURNED REGULAR COUNCIL/  
SUCCESSOR AGENCY AGENDA**

04/10/2012 – 3:00 p.m.

Page 2 of 2

The **City Council** will consider for approval and adoption a proposed Resolution approving a Services Agreement with Trimming Land Co., Inc., for Tree Maintenance Services in the City of Commerce and rejecting all other proposals.

The City Council continued this item from April 3, 2012.

2. Strategic Plan Workshop – Location Options and Availability

The **City Council** will consider for approval, and provide appropriate action as deemed necessary with respect to, the proposed meeting location and availability for the strategic plan workshop.

3. Blue Ribbon Advisory Panel Appointments

At its meeting of March 6, 2012, the City Council approved the re-establishment of the Blue Ribbon Advisory Committee with the task of examining and recommending new revenue sources to assist with the projected revenue shortfall for fiscal year 2012-2013.

The **City Council** will consider making the appropriate appointments to the Blue Ribbon Advisory Panel.

4. Commission and Committee Appointments

The **City Council** will make the appropriate appointments to the following Commissions and Committees: Community Services Commission, Education Commission, Library Commission, Parks & Recreation Commission, Planning Commission, Senior Citizens Commission, Traffic Commission, Youth Advisory Commission, Beautification Committee, Housing Committee, Pageant Steering Committee, I-710 Local Advisory Committee (Ad Hoc) and Environmental Justice Advisory Task Force.

**RECESS TO CLOSED SESSION**

5. Pursuant to Government Code §54956.9(b),

A. The **City Council** will confer with its legal counsel, and take the appropriate action, with respect to significant exposure to litigation in one potential case.

6. Pursuant to Government Code §54957.6,

A. The **City Council** will confer with its labor negotiator, Jorge Rifá, with respect to labor negotiations pertaining to the Memoranda of Understanding between the City and the City of Commerce Employees Association on behalf of the mid-management and non-management full-time employees and part-time employees.

7. Pursuant to Government Code §54957,

A. The **City Council** will conduct an evaluation of the City Administrator.

**ADJOURNMENT**

Adjourn to Tuesday, April 17, 2012, at 5:00 p.m. in the Council Chambers.

**LARGE PRINTS OF THIS AGENDA ARE AVAILABLE UPON REQUEST  
FROM THE CITY CLERK'S OFFICE, MONDAY-FRIDAY,  
8:00 A.M. - 6:00 P.M.**



# AGENDA REPORT

**MEETING DATE:** April 10, 2012

**TO:** HONORABLE CITY COUNCIL

**FROM:** CITY ADMINISTRATOR

**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A SERVICES AGREEMENT WITH TRIMMING LAND CO., INC., FOR TREE MAINTENANCE SERVICES IN THE CITY OF COMMERCE

**RECOMMENDATION:**

Approve the Resolution and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The City of Commerce entered into a year to year contract agreement with West Coast Arborists, Inc. (WCA) of Anaheim, California, commencing on October 17, 2000, with concurrence of both the City and Contractor that it may be extended for an additional five (5) years in one year periods for tree service. In June of 2005 the City and WCA entered into a five year new contract agreement through June 30, 2010. Currently we are on month to month with WCA. Staff did not solicit proposals sooner due to our budget situation.

On April 5, 2011, the City Council approved the issuance of a Request for Proposal for Tree Maintenance Services.

On June 2, 2011, at 11:00 a.m., in accordance with the Notice Inviting Sealed Bids/Proposals, the City Clerk received three (3) proposals, as follows:

<b>Name</b>	<b>City</b>	<b>Bid Amount</b>
Trimming Land Co., Inc.	South Gate, CA	\$112,864.64
West Coast Arborists Inc.	Anaheim, CA	\$180,000.00
United Pacific Services	La Habra, CA	\$188,160.00

**ANALYSIS:**

On July 14, 2011, the review panel, composed of Hector Orozco, Daniel Hardgrove (City of Glendale) and Danilo Batson visited the headquarters of all bidders and met with company representative to view first-hand their operation and capacity to successfully perform all work called for in the RFP. The panel ranked and rated each proposal as follows:

	<b>AVAILABLE POINTS</b>	<b>TRIMMING LAND CO.</b>	<b>WEST COAST ARBORISTS</b>	<b>UNITED PACIFIC SERVICES</b>
<b>Quality/Completeness of Proposal</b>	10	7	10	8
<b>Corporate Capability</b>	10	6	10	7
<b>Reference Evaluations</b>	10	7	10	7
<b>Facility Evaluation</b>	10	6	10	7
<b>Information Management</b>	10	6	10	7
<b>Pruning Program</b>	10	7	10	7
<b>Fee Schedule/Schedule of Prices</b>	50*	50	20	17
<b>Community Forestry Study</b>	5	4	5	4
<b>TOTAL SCORE</b>	115	93	85	80

\* Score is based on proposed/bid price.

\$112,864.64/50

Based on their proposals, interviews and site visits, the panel developed the following ranking of the candidates:

1. Trimming Land Co. Inc.	93
2. West Coast Arborists, Inc.	85
3. United Pacific Services	64

In addition, for the last several months, staff has conducted an extensive evaluation of Trimming Land, Co., Inc., (Trimming Land) to ensure that they can fully meet the terms and scope of the agreement by reviewing their trimming practices, examining their fleet of equipment, their responsiveness to other municipal agencies with which they contract with, their tree maintenance software and overall condition.

On April 3, 2012, the City of Commerce received a bid protest letter from West Coast Arborist (WCA), herein attached. WCA is challenging the award of the maintenance contract to Trimming Land on the basis that the point system (or criteria) used above is not that one reflected in the RFP. Their claim is incorrect. The following chronology of events is hereby provided:

- On April 5, 2011, the City Council approved the issuance of a Request for Proposal for Tree Maintenance Services.
- On May 5, 2011, City staff conducted a mandatory pre-bid meeting in the Emergency Operations Center. At this meeting, several potential contractors raised questions about the rating criteria, “as extremely biased towards the existing contractor” (WCA). They stated that most RFP for this type of services award 40% to 50% of the available score to “prices” or “bid amount.” (NOTE: Recently, the City and L.A. County Street Sweeping RFP(s) both awarded 50% of the point available to prices).
- On May 19, 2011, City staff issued Addendum No. 1 to this RFP. The addendum extended the proposals due date.
- On May 25, 2011, City staff issued Addendum No. 2 to this RFP. The addendum both extended the proposals due date, corrected several typos in the RFP and revised the points system or criteria in the RFP.
- On June 2, 2011, WCA and the other 2 bidders submitted their respective proposals, which included acknowledging and receipt of both addendums.

The point system used and shown on this staff report is the one issued with Addendum No. 2, on May 25, 2011. Addendum No. 2 was provided to all prospective bidders. Also, it is the same one being acknowledged by all prospective bidders in their bid Addenda Acknowledgement (page P-5). Therefore, it is for the above stated reasons that staff recommends the denial of WCA’s Bid Protest as stated in their letter dated April 3, 2012.

After carefully examination and evaluation of all proposals, and extensive reference check, staff has found that Trimming Land submitted the most complete, responsible and responsive bid/proposal for providing the requested services. Trimming Land will be responsible for providing all labor, materials, equipment, tools and incidentals necessary for the tree maintenance services for the City’s Community Forest as referenced in the Request for Proposals.

## **FISCAL IMPACT**

Funds for this particular service have been budgeted for in the 2011/12 Fiscal Year Budget. The City Council appropriated \$220,038 for tree maintenance services. As March of 22, 2012, there is a balance of \$33,867.88 in this account (or 15%), which is not unusual. Furthermore, most of the work under this contract will take place next fiscal year under a new budget and appropriation.

## **RELATIONSHIP TO 2009 STRATEGIC GOALS:**

The issue before the Council is applicable to the following Council’s strategic goal: *“Protect and Enhance Quality of Life in the City of Commerce.”* Although, there are no specific objectives connected to this issue, the City is responsible for the maintenance and care of the City’s Urban Forest.

**Respectfully submitted:**

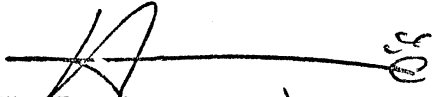
Jorge Rifa  
City Administrator

**Recommended by:**



Danilo Batson  
Assistant Director of Public Services

**Fiscal Impact Reviewed by:**



Vilko Domic  
Director of Finance

**Approved as to Form:**



Eduardo Olivo  
City Attorney

File: 2012 City Council Agenda Reports  
Tree Maintenance Services – Agenda Reports File



RESOLUTION NO. \_\_\_\_\_

A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE  
CALIFORNIA, APPROVING A SERVICES AGREEMENT WITH TRIMMING LAND CO.,  
INC., FOR TREE MAINTENANCE SERVICES IN THE CITY OF COMMERCE

WHEREAS, the City of Commerce desires to maintain and care for the City's Community Forest at a level expected by the City's residents, businesses and visitors; and

WHEREAS, on April 5, 2011, the City Council approved the issuance of a Request for Proposal for Tree Maintenance Services; and

WHEREAS, on June 2, 2011, at 11:00 a.m., in accordance with the Notice Inviting Sealed Bids/Proposals, the City Clerk received three (3) proposals for this project; and

WHEREAS, after careful examination, evaluation of all bids/proposals received, reference checks, interviews and site visits, City staff determined that Trimming Land Co., Inc., of South Gate, California is the lowest, responsive and most responsible bidder.

NOW, THEREFORE, THE CITY COUNCIL OF THE CITY OF COMMERCE DOES HEREBY RESOLVE, DECLARE AND DETERMINE AS FOLLOWS:

Section 1. That the proposal by Trimming Land Co., Inc., is hereby accepted. The Services Agreement between the City and Trimming Land Co., Inc., is hereby approved. The Mayor is hereby authorized to execute the Agreement for and on behalf of the City of Commerce.

Section 2. The remaining proposals received in response to the Request for Proposals are hereby rejected.

PASSED, APPROVED AND ADOPTED this \_\_\_\_ day of \_\_\_\_\_, 2012.

\_\_\_\_\_  
Lilia R. Leon, Mayor

ATTEST:

\_\_\_\_\_  
Linda Kay Olivieri, MMC  
City Clerk





**THIS AGREEMENT** (the "Agreement") dated as of \_\_\_\_\_, 2012 (the "Effective Date") is made by and between **TRIMMING LAND CO., INC.** ("Contractor") and the City of Commerce, a municipal corporation (the "City").

**RECITALS**

WHEREAS, Contractor represents that it is specially trained, experienced and competent to perform the special services that will be required by this Agreement; and

WHEREAS, Contractor is willing to render such Services, as hereinafter defined, on the terms and conditions below.

**AGREEMENT**

1. **Scope of Services and Schedule of Performance.**

Contractor shall perform the services (the "Services") set forth in Exhibit A, which is attached hereto and incorporated herein by this reference, in accordance with the schedule set forth therein.

2. **Term.**

The Agreement will commence on the date of the Notice to Proceed and will terminate three (3) years thereafter. There shall be a provision for extensions of the Agreement of up to an additional two (2) years in aggregate, provided there is mutual agreement between the City and the Contractor.

3. **Compensation.**

So long as Contractor is discharging its obligations in conformance with the terms of this Agreement, Contractor shall be paid a fee by the City in accordance with the fee schedule set forth in Exhibit A and with the other terms of this Agreement. The fees payable hereunder shall be subject to any withholding required by law.

Such fees shall be payable following receipt of an itemized invoice for services rendered. Contractor shall send and address its bill for fees, expenses, and costs to the City to the attention of the City Administrator. The City shall pay the full amount of such invoice; provided, however, that if the City or its City Administrator object to any portion of an invoice, the City shall notify Contractor of the City's objection and the grounds therefore within thirty (30) days of the date of receipt of the invoice; the parties shall immediately make every effort to settle the disputed portion of the invoice.

4. **Financial Records.**

Contractor shall maintain complete and accurate records with respect to fees and costs incurred under this Agreement. All such records shall be maintained on a generally accepted

accounting basis and be clearly identified and readily accessible. Contractor shall keep, maintain and provide free access to such books and records to examine and audit the same, and to make transcripts thereof as necessary, and to allow inspection of all work data, documents, proceedings and activities related to this Agreement for a period of three years from the date of final payments under this Agreement. All accounting records shall readily provide a breakdown of fees and costs charged to this Agreement.

5. Independent Contractor.

Contractor is and shall perform its services under this Agreement as a wholly independent contractor. Contractor shall not act nor be deemed an agent, employee, officer or legal representative of the City. Contractor shall not at any time or in any manner represent that it or any of its agents, employees, officers or legal representatives are in any manner agents, employees, officers or legal representatives of the City. Contractor has no authority to assume or create any commitment or obligations on behalf of the City or bind the City in any respect. This Agreement is not intended to and does not create the relationship of partnership, joint venture or association between the City and Contractor. None of the foregoing shall affect any privilege or protection against disclosure which applies to the services Contractor undertakes under this Agreement.

6. Contractor to Provide Required Personnel; Subcontracting.

Contractor shall provide and direct the necessary qualified personnel to perform the Services required of, and from, it pursuant to the express and implied terms hereof, with the degree of skill and judgment normally exercised by recognized professional firms performing services of a similar nature at the time the Services are rendered, and to the reasonable satisfaction of the City.

Contractor may not have a subcontractor perform any Services except for the subcontractors identified in Exhibit A as such. Such identified subcontractors shall perform only those Services identified in Exhibit A as to be performed by such subcontractor. All labor, materials, fees and costs of such identified subcontractors shall be paid exclusively by Contractor. No subcontractors may be substituted for any of the identified subcontractors except with the prior written approval of the City Administrator.

7. Responsible Principal and Project Manager.

Contractor shall have a Responsible Principal and a Project Manager who shall be principally responsible for Contractor obligations under this Agreement and who shall serve as principal liaison between the City and Contractor. Designation of another Responsible Principal or Project Manager by Contractor shall not be made without the prior written consent of the City. The names of the Responsible Principal and the Project Manager are listed in Exhibit A.

8. City Liaison.

Contractor shall direct all communications to the City Administrator or his designee. All communications, instructions and directions on the part of the City shall be communicated

exclusively through the City Administrator or his designee.

9. Licenses.

Contractor warrants that it and its employees have obtained all valid licenses and/or certifications generally required of professionals providing services such as the Services, by all applicable regulating governmental agencies, and are in good standing with such applicable regulating governmental agencies.

10. Compliance with Laws.

Contractor shall, and shall ensure that its employees and its subcontractors, if any, comply with all applicable city, county, state, and federal laws and regulations (including occupational safety and environmental laws and regulations) in performing the Services and shall comply with any directions of governmental agencies and the City relating to safety, security, and the like.

11. Insurance.

Contractor shall maintain insurance and provide evidence thereof as required by Exhibit B hereto (the "Required Insurance") which is attached hereto and incorporated herein by this reference, for the term provided herein.

12. Performance Bond.

Before commencing work under this Agreement, Contractor shall furnish and file with the City a performance bond in a form satisfactory to the City in the sum of Fifty Thousand Dollars (\$50,000) thereof conditioned upon the faithful performance of this Agreement and upon the payment of all labor and materials furnished in connection with this Agreement.

13. Warranty and Liability.

Contractor warrants that the Services provided under this Agreement will be performed with the degree of skill and judgment normally exercised by recognized professionals performing services of a similar nature at the time the services were rendered. Contractor shall be liable for injury or loss caused by the negligence of, or breach of this warranty by Contractor, its employees, its subcontractors, if any, and/or its agents hereunder. This warranty survives the completion and/or termination of this Agreement.

14. Indemnification.

Contractor shall indemnify and hold the City and their respective officials, officers, agents and employees harmless from and against any and all liabilities, losses, damages, costs and expenses the City and their respective officials, officers, agents and employees hereafter may suffer in connection with any claim, action, or right or action (at law or in equity) because of any injury (including death) or damage to person or property proximately caused by any negligent acts, errors, or omissions by Contractor, its employees, its subcontractors or its agents

in the performance of the Services hereunder. Contractor shall not be liable to the extent that any liability, loss, damage, cost, and expense is caused solely from an act of negligence or willful misconduct by the City or its respective officials, officers, employees or agents. Upon demand, Contractor shall promptly provide a defense to such claims, actions or right of action (at law or equity) and shall promptly pay for all associated and resulting costs, damages, settlements, penalties, judgments, fees and expenses, including attorneys' fees and costs.

15. Confidentiality.

Contractor shall maintain as confidential and not disclose to others, either before or after the termination of this Agreement, any data, documents, reports, or other information provided to Contractor by the City, or employees or agents of the City, or any data, documents, reports, or other information produced by Contractor during its performance hereunder, except as expressly authorized in writing by the City, or to the extent required for: (1) compliance with professional standards of conduct for the preservation of the public safety, health, and welfare, but only after Contractor notifies the City of such need for disclosure; and (2) compliance with any court order or other government directive or requirement, but only after Contractor notifies the City of such an order, directive, or requirement. Contractor shall keep all "Confidential" materials received or generated under this Agreement in separate files marked "Confidential." Any non-compliance by Contractor with this part of the Agreement shall be deemed a material breach of this Agreement. The obligations of this paragraph shall survive the termination of this Agreement.

16. Ownership of Documents.

All original documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in the course of providing the Services (collectively, "Products") shall become the sole property of the City and the City shall have authority to publish, disclose, distribute, use, reuse or disposed of the Products in whole or in part, without the permission of Contractor. In the event that this Agreement is terminated by the City, Contractor shall provide the City with any finished or unfinished Products. No documents, designs, drawings, methodological explanations, computer programs, reports, notes, data, materials, services and other products prepared in whole or in part under this Agreement shall be the subject of an application for copyright or submitted for publication by or on behalf of Contractor. Notwithstanding such ownership, Contractor shall be entitled to make and obtain copies or reproductions of such Products for its own files or internal reference.

17. Data and Services to be Furnished by the City.

All information, data, records, reports and maps as are in possession of the City, and necessary for the carrying out of this work, shall be made available to Contractor without charge. The City shall make available to Contractor, members of the City's staff for consultation with Contractor in the performance of this Agreement. The City does not warrant that the information data, records, reports and maps heretofore to be provided to Contractor are complete or accurate; Contractor shall satisfy itself as to such accuracy and completeness. The City and Contractor agree that the City shall have no liability should any of the information, data, records, reports, and maps be inaccurate, incomplete or misleading.

18. Covenant against Contingent Fees.

Contractor warrants that it has not employed or retained any company or person to solicit or secure this Agreement and that it has not paid or agreed to pay any company or person any fee, City or percentage from the award or making of this Agreement, except for subcontractors listed in this Agreement. For breach or violation of this warranty, the City shall have the right, among other available legal remedies, to terminate this Agreement without liability, or in its discretion, to deduct from the consideration payable to Contractor, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift or contingent fee.

19. Conflict of Interest.

Contractor covenants that neither it nor any officer or principal of its firm have any interests, nor shall they acquire any interest, directly or indirectly which will conflict in any manner or degree with the performance under this Agreement. Contractor further warrants its compliance with the Political Reform Act (Government Code § 81000, *et seq.*) and all other laws, respecting this Agreement and that no Services shall be performed by either an employee, agent, or a subcontractor of Contractor, who has a conflict relating to the City or the performance of Services on behalf of the City.

20. Other Agreements.

Contractor warrants that it is not a party to any other existing agreement that would prevent Contractor from entering into this Agreement or that would adversely affect Contractor's ability to perform the Services under this Agreement. During the term of this Agreement, Contractor shall not, without City's prior written consent, perform services for any person, firm, or corporation other than City if such services could lead to a conflict with Contractor's obligations under this Agreement.

21. Termination.

This Agreement may be terminated, prior to the expiration of its term, only in the following manner:

- a. by the written mutual agreement of the parties hereto; or
- b. by the City, with or without cause, upon 5 days written notice to Contractor pursuant to Section 25 of this Agreement.

Upon receipt of a notice of termination, Contractor shall immediately cease all work and promptly deliver to the City the work product or other results obtained by Contractor up to that time. In the event of termination without cause by the City, the City shall pay Contractor for work completed prior to the date of such termination (based on the percentage of the overall work satisfactorily completed by Contractor in relation to the work required by the entire Agreement or the hours worked by Contractor, as applicable), provided such work is in a form usable by the City.

22. Waiver of Breach.

No waiver of any term, condition or covenant of this Agreement by the City shall occur unless signed by the City Administrator and such writing identifies the provision which is waived and the circumstances or period of time for which it is waived. Such waiver shall be for the specified period of time only and shall not apply to any subsequent breach. In addition, such waiver shall not constitute a waiver of any other term, condition or covenant of this Agreement nor shall it eliminate any remedies available to the City for any breaches of this Agreement which are not excused by such waiver. A delay in communicating a failure of Contractor to satisfy a term, condition or covenant in no way waives that term or any remedies available for its breach.

23. Assignment.

Neither this Agreement nor any rights or obligations hereunder may be assigned or otherwise transferred by Contractor, nor shall this Agreement inure to the benefit of any trustee in bankruptcy, receiver, or creditor or Contractor, whether by operation of law or otherwise, without the prior written consent of the City which may be withheld in its sole discretion. Any attempt to so assign or transfer this Agreement or any rights or obligations hereunder without such consent shall be void and of no effect.

24. Arbitration.

If any dispute arises out of or relates to this Agreement, or the breach thereof, and if such a dispute cannot be settled through direct discussions, the parties agree to settle any disputes involving only monetary amounts less than \$100,000 by binding arbitration pursuant to the rules of the American Arbitration Association by an arbitrator sitting in Los Angeles County.

25. Attorneys' Fees.

In the event an arbitration or a judicial proceeding is brought to enforce the terms of this Agreement, the prevailing party shall be entitled to recover from the other party its reasonable costs and attorneys' fees incurred in connection therewith.

26. Notices.

Notices provided hereunder shall be delivered by certified First Class U.S. Mail, postage prepaid, or by personal service as required in judicial proceedings, directed to the address provided below:

For the City:

City of Commerce  
2535 Commerce Way  
Commerce, California 90040  
Attn: City Administrator

For Contractor:

Trimming Land Co. Inc.  
10513 Dolores Avenue  
South Gate, CA 90280  
Attn: Basilio Martinez, President

Notice shall be deemed received three days after its mailing to the above address or upon actual receipt as indicated by return receipt, whichever is earlier. Personal service shall be deemed received the same day personal delivery is effected.

27. Governing Law.

The validity, performance and construction of this Agreement shall be governed by and interpreted in accordance with the laws of the State of California applicable to contracts made to be performed therein. Any litigation commenced by either party to this Agreement shall be venued in Los Angeles County, California.

28. Severability.

Should any part of this Agreement be declared by a final decision by a court or tribunal of competent jurisdiction to be unconstitutional, invalid, or beyond the authority of either party to enter into or carry out, such decision shall not affect the validity of the remainder of this Agreement, which shall continue in full force and effect, provided that the remainder of this Agreement, absent the unexercised portion, can be reasonably interpreted to give effect to the intentions of the parties.

29. No Construction of Agreement against any Party.

Each party has cooperated in the drafting and preparation of this Agreement. Hence, in any construction to be made of this Agreement, it shall not be construed against any party on the basis such party drafted this Agreement or any provision thereof.

30. Entire Agreement and Amendments to Agreement.

This Agreement contains the entire understanding and agreement between the parties hereto with respect to the subject matter hereof and supersedes all previous communications, negotiations, and agreements, whether oral or written, between the parties with respect to such subject matter, and no addition to or modification of this Agreement or waiver of any provisions of this Agreement shall be binding on either party unless made in writing and executed by Contractor and the City.

31. No Representations Except as Expressly Stated in this Agreement.

Except as expressly stated in this Agreement, no party, nor its employees, agents or attorneys have made any statement or representation to any other party or its employees, agents

or attorneys regarding any fact relied upon in entering into this Agreement, and each party does not rely upon any statement, representation and/or promise of any other party, its respective employees, agents or attorneys in executing this Agreement.

32. Counterpart Signatures.

This Agreement may be executed in one or more counterparts. When this Agreement has been properly signed by an authorized representative of each of the parties hereto, it shall constitute a valid Agreement, though each of the signatories may have executed separate counterparts hereof.

**IN WITNESS WHEREOF**, the parties hereto have each executed or caused to be executed this Agreement as of the Effective Date.

**CITY OF COMMERCE**

DATED: \_\_\_\_\_, 2012

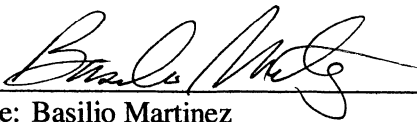
By: \_\_\_\_\_  
Lilia R. Leon, Mayor

ATTEST:

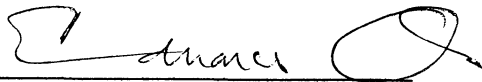
\_\_\_\_\_  
Linda K. Olivieri, City Clerk

**CONTRACTOR**

DATED: 3-15-\_\_\_\_\_, 2012

By:   
Name: Basilio Martinez  
Title: President

**APPROVED AS TO FORM**

  
By: Eduardo Olivo  
Title: City Attorney



**EXHIBIT A**  
**SCOPE OF SERVICES**

**SERVICES**

The City has approximately 5,000 combined trees (parkway, park and median trees) that comprise its Community Forest. The purpose of this maintenance contract is to provide the City of Commerce with the best possible tree care to maintain the City's Community Forest at a level expected by the City's residents, City Council, City staff, and visitors of the community. The Contractor will work closely with City staff to insure the most appropriate care and maintenance of the City's Community Forest with sensitivity to the City of Commerce, its residents and visitors.

It shall be understood that the Contractor will be required to perform and complete the proposed landscape and/or tree maintenance work in a thorough and professional manner, and to provide all labor, tools, equipment, fuel, materials, insurance, supervision, waste recycling/disposal and incidentals necessary to complete all the work in a timely manner that will meet the City's Request for Proposals for Tree Maintenance Services dated June 2, 2011. These services shall include, but not limited to:

1. Tree trimming
2. Tree removal
3. Tree planting
4. Clean up and disposal and/or recycling of generated greenwaste
5. Root pruning and root barrier installation
6. Milling of lumber from removed trees when directed
7. Tree inventory update and management
8. Software installation (if directed)
9. Small tree care

**FEE COSTS**

CONTRACTOR FEES for the services rendered (based on trimming 3,136 trees per year) shall be \$112,864.64 per year.

Prices for specific items are shown in Contractor's Schedule of Prices submittal per Request for Proposal.

**SCHEDULE OF PERFORMANCE**

Prior to commencing any work the Contractor shall provide a detailed schedule to the City for review and approval.

## EXHIBIT B

### REQUIRED INSURANCE

On or before beginning any of the Services called for by any term of this Agreement, Contractor, at its own cost and expense, shall carry, maintain for the duration of this Agreement, and provide proof thereof that is acceptable to the City of its procurement of the insurance specified below from insurers and under forms of insurance satisfactory in all respects to the City. Contractor shall not allow any subcontractor to commence work on any subcontract under this Agreement until all insurance required of Contractor have also been obtained for the or by the subcontractor. Such insurance shall not be in derogation of Contractor's obligations to provide indemnity under Section 14 of this Agreement.

1. Comprehensive General Liability and Automobile Liability Insurance Coverage.

Contractor shall carry and maintain Comprehensive General Liability and Automobile Liability Insurance which provides the following:

Minimum coverage: Bodily injury limits of \$1,000,000 for each person and \$2,000,000 for each occurrence; property damage limits of \$500,000 for each occurrence, \$2,000,000 aggregate.

If a Commercial General Liability Insurance form or other form with a general aggregate limit is used, either the general aggregate limit shall apply separately to the work to be performed under this Agreement or the general aggregate limit shall be at least twice the required occurrence limit. Such coverage shall include but shall not be limited to, protection against claims arising from bodily and personal injury, including death resulting therefrom, and damage to property resulting from activities contemplated under this Agreement, including the use of owned and non-owned real property and automobiles.

2. Worker's Compensation.

Contractor shall carry and maintain worker's compensation as required by the California Labor Code for all persons employed directly or indirectly in connection with this Agreement by Contractor or any subcontractor.

3. Additional Insureds.

The City, its officers, agents and employees must be named as additional insureds or as additional loss payees in all insurance policies required by this Agreement. An endorsement to this effect shall be delivered to the City prior to the commencement of any work. Satisfaction of any deductible requirement shall be the responsibility of Contractor.

4. Cancellation Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

It is hereby understood and agreed that this policy may not be canceled nor the amount of the coverage thereof be reduced until 30 days after receipt by the City Administrator of the City of Commerce of the written notice of such cancellation or reduction of coverage, as evidenced by receipt of a certified letter.

5. Severability Clause.

Each of the policies of insurance shall contain a clause substantially as follows:

The insurance afforded by this policy applies separately to each insured against whom a claim or suit is made or suit is brought, except with respect to the limit of the insurer's liability.

6. Qualifications of Insurer.

All policies of insurance shall be issued by an insurance company acceptable to the City and authorized to issue said policy in the State of California.

7. Approval of Insurer.

The insurance carrier providing the insurance shall be chosen by Contractor subject to approval by the City, provided that such approval shall not be unreasonably withheld.

8. Payment of Premiums.

All premiums on insurance policies shall be paid by Contractor making payment, when due, directly to the insurance carrier, or in a manner agreed to by the City.

9. Evidence of Insurance and Claims.

The City shall have the right to hold the policies and policy renewals, and Contractor shall promptly furnish to the City all renewal notices and all receipts of paid premiums. In the event of loss, Contractor shall give prompt notice to the insurance carrier and the City. The City may make proof of loss if not made promptly by Contractor.





April 2, 2012

Jorge Rifa  
City Administrator  
City of Commerce  
2535 Commerce Way  
Commerce, CA 90040

RE: RFP FOR TREE MAINTENANCE SERVICES  
City Council Meeting: Tuesday, April 3, 2012  
**BID PROTEST**

Dear Mr. Rifa:

West Coast Arborists, Inc. (WCA) has had an opportunity to review staff's evaluation of bids submitted in response to the above-reference contract solicitation and note that the method of evaluation directly conflicts with that mandated by the Request for Proposals (RFP). We therefore protest the proposed award of the contract to Trimming Land. The best proposal evaluated in accordance with the RFP is that submitted by WCA and the contract must be awarded, if at all, to WCA.

The discrepancy between the method mandated by the RFP and staff evaluation is outlined below:

Criteria	RFP	Staff evaluation
Quality and Completeness of Proposal	15 points	10 points
Corporate capability	15	10
References evaluation	15	10
Facility evaluation	15	10
Information management	15	10
Pruning program	15	10
Fee schedule	20	50
Community Forest Study	10	5
Oral interviews	10	0
Total score	125	115

**West Coast Arborists, Inc.**

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



The numerical score that staff awarded to the bidders for each category, expressed as a percentage of the total score, can be applied to the scoring method mandated by the RFP:

Criteria	Staff score/% Trimming Land	Staff score/% WCA	% applied per RFP Trimming Land	% applied per RFP WCA
Quality & Completeness	7/10 (70%)	10/10 (100%)	70%X15= 10.5	100%X15= 15
Corporate capability	6/10 (60%)	10/10 (100%)	60%X15= 9	100%X15= 15
References evaluation	7/10 (70%)	10/10 (100%)	70%X15= 10.5	100%X15= 15
Facility evaluation	6/10 (60%)	10/10 (100%)	60%X10= 6	100%X10= 10
Information mgmt.	6/10 (60%)	10/10 (100%)	60%X15= 9	100%X15= 15
Pruning program	7/10 (70%)	10/10 (100%)	70%X15= 10.5	100%X15= 15
Fee schedule	50/50 (100%)	20/50 (40%)	100%X20=20	40%X20= 8
Community forest	4/5 (80%)	5/5 (100%)	80%X10= 8	100%X10= 10
Oral interviews	0/0	0/0		
Total score	93/115	85/115	83.5/125	103/125

As the last column demonstrates, **WCA has submitted the best proposal when evaluated in accordance with the RFP-mandated scoring.**

Staff has recommended award to Trimming Land based on a scoring method that directly conflicts with the RFP. Once proposals were submitted in response to a published RFP, the scoring method may not change without the issuance of a new or revised RFP. The City must either award the contract to WCA as having the best proposal or reject all proposals and issue a new RFP with a revised scoring method.

If you have any questions or require additional information, please contact me at (714) 991-1900.

Sincerely,

Patrick Mahoney  
President

cc: Honorable Mayor and Members of the Commerce City Council

**West Coast Arborists, Inc.**

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



## AGENDA REPORT

MEETING DATE: April 3, 2012

**TO:** HONORABLE CITY COUNCIL  
**FROM:** CITY ADMINISTRATOR  
**SUBJECT:** A RESOLUTION OF THE CITY COUNCIL OF THE CITY OF COMMERCE, CALIFORNIA, APPROVING A SERVICES AGREEMENT WITH TRIMMING LAND CO., INC., FOR TREE MAINTENANCE SERVICES IN THE CITY OF COMMERCE

**RECOMMENDATION:**

Approve the Resolution and assign the number next in order.

**MOTION:**

Move to approve the recommendation.

**BACKGROUND:**

The City of Commerce entered into a year to year contract agreement with West Coast Arborists, Inc. (WCA) of Anaheim, California, commencing on October 17, 2000, with concurrence of both the City and Contractor that it may be extended for an additional five (5) years in one year periods for tree service. In June of 2005 the City and WCA entered into a five year new contract agreement through June 30, 2010. Currently we are on month to month with WCA. Staff did not solicit proposals sooner due to our budget situation.

On April 5, 2011, the City Council approved the issuance of a Request for Proposal for Tree Maintenance Services.

On June 2, 2011, at 11:00 a.m., in accordance with the Notice Inviting Sealed Bids/Proposals, the City Clerk received three (3) proposals, as follows:

Name	City	Bid Amount
Trimming Land Co., Inc.	South Gate, CA	\$112,864.64
West Coast Arborists Inc.	Anaheim, CA	\$180,000.00
United Pacific Services	La Habra, CA	\$188,160.00

**ANALYSIS:**

On July 14, 2011, the review panel, composed of Hector Orozco, Daniel Hardgrove (City of Glendale) and Danilo Batson visited the headquarters of all bidders and met with company representative to view first-hand their operation and capacity to successfully perform all work called for in the RFP. The panel ranked and rated each proposal as follows:

	AVAILABLE POINTS	TRIMMING LAND CO.	WEST COAST ARBORISTS	UNITED PACIFIC SERVICES
Quality/Completeness of Proposal	10	7	10	8
Corporate Capability	10	6	10	7
Reference Evaluations	10	7	10	7
Facility Evaluation	10	6	10	7
Information Management	10	6	10	7
Pruning Program	10	7	10	7
Fee Schedule/Schedule of Prices	50*	50	20	17
Community Forestry Study	5	4	5	4
<b>TOTAL SCORE</b>	<b>115</b>	<b>93</b>	<b>85</b>	<b>80</b>

\* Score is based on proposed/bid price.

\$112,864.64/50

**AGENDA ITEM No. 38**

Based on their proposals, interviews and site visits, the panel developed the following ranking of the candidates:

1. Trimming Land Co. Inc. 93
2. West Coast Arborists, Inc. 85
3. United Pacific Services 64

In addition, for the last several months, staff has conducted an extensive evaluation of Trimming Land, Co., Inc., to ensure that they can fully meet the terms and scope of the agreement by reviewing their trimming practices, examining their fleet of equipment, their responsiveness to other municipal agencies with which they contract with, their tree maintenance software and overall condition. After careful examination and evaluation of all proposals, and extensive reference check, staff has found that Trimming Land, Co., Inc., submitted the most complete, responsible and responsive bid/proposal for providing the requested services.

Trimming Land will be responsible for providing all labor, materials, equipment, tools and incidentals necessary for the tree maintenance services for the City's Community Forest as referenced in the Request for Proposals.

#### FISCAL IMPACT

Funds for this particular service have been budgeted for in the 2011/12 Fiscal Year Budget. The City Council appropriated \$220,038 for tree maintenance services. As March of 22, 2012, there is a balance of \$33,867.88 in this account (or 15%), which is not unusual. Furthermore, most of the work under this contract will take place next fiscal year under a new budget and appropriation.


#### RELATIONSHIP TO 2009 STRATEGIC GOALS:

The issue before the Council is applicable to the following Council's strategic goal: "Protect and Enhance Quality of Life in the City of Commerce." Although, there are no specific objectives connected to this issue, the City is responsible for the maintenance and care of the City's Urban Forest.

Respectfully submitted:

  
Jorge Rifa  
City Administrator

#### Recommended by:

  
Robert Zarrilli  
Director of Community Development

#### Prepared by:

  
Danilo Batson  
Assistant Director of Public Services

#### Fiscal Impact Reviewed by:

  
Vilko Domic  
Director of Finance

#### Approved as to Form:

  
Eduardo Olivo  
City Attorney

File: 2012 City Council Agenda Reports  
Tree Maintenance Services – Agenda Reports File



Special scheduling adjustments will be required when a holiday named herein falls on a weekday (Monday through Friday). During the week of a holiday, the Contractor shall adjust the weekly schedule to include services on Saturday, so as to return to the normal weekly schedule by Monday of the following week. All such adjustments must be submitted to the City representative forty-five (45) days prior to the holiday.

## **II. SELECTION PROCESS**

The process will adhere to the current City of Commerce Administrative Regulation for the award of contracts. Each bid will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualification submissions. All applicants will be notified as to the results of this evaluation. The evaluation criteria used in the selection process includes, but is not limited to, the following:

- A. **Quality & Completeness of Proposal** **15 Points**
  - 1. **Relevance & Conciseness of Bid Proposal and Statement of Qualifications**
  - 2. **Work Statement and Quality Control Plan**
  
- B. **Corporate Capability** **15 Points**
  - 1. **Qualifications and experience of staff**
  - 2. **Quantity and types of equipment**
  - 3. **The ability of the firm to provide the proper insurance coverage**
  - 4. **Financial ability of the firm to provide services to the City of Commerce**
  - 5. **Experience in the management of electronic tree inventory databases**
  - 6. **Internal training program for employees.**
  - 7. **Equipment**
  - 8. **Greenwaste recycling capabilities**
  
- C. **Reference Evaluation** **15 Points**
  - 1. **Customer Service Record**
  - 2. **Performance record of the firm relating to the Project Schedule of similar scale**
  - 3. **Quantity and Quality of work previously performed**
  - 4. **References**
  
- D. **Facility Evaluation** **10 Points**
  - 1. **The firm's customer service program**
  - 2. **Equipment maintenance facility**
  - 3. **The firm's plan to recycle generated greenwaste from tree maintenance activities**
  
- E. **Information management** **15 Points**
  - 1. **Inventory software provided to the City**
  - 2. **Technical support for software and data management**
  - 3. **Quantity and types of inventory equipment**
  - 4. **The ability to provide accurate inventory updates, for all trees serviced, compatible with the City's tree inventory database**
  - 5. **Geographic Information System (GIS) capabilities**
  
- E. **Pruning Program** **15 Points**
  - 1. **Ability to recommend and meet Project Schedules**

2. Pruning ability
- F. Fee Schedule 20 Points
1. An evaluation of the firm's Fee Schedule
- G. Community Forest Study 10 Points
- An evaluation of the firm's ability to conduct a comprehensive study of the current condition of Commerce's Community Forest.
- H. Oral Interviews
- In addition to the written proposal, each respondent may be asked to make an oral presentation to the Selection Advisory Committee.

The Contractor should have available a principal in the company and the contractor's proposed project manager to discuss the following:

1. The major elements of the proposal and be prepared to answer questions clarifying the proposal details.
2. A description of similar experience the Contractor has in providing the requested services. Exhibits may also be used.
3. The proposed staffing, supervision coverage, level of training, and fleet and facility resources identified to provide the requested services.
4. The submitted Rate/Fee Schedule.
5. Any other areas the City finds necessary to address.

### III. REQUIRED QUALIFICATIONS TO BE SUBMITTED WITH BID PROPOSAL

Award will be made to the firm who best meets the City's requirements and who offers the most advantageous combination of low price and highest qualifications for the all criteria described in this document. All firms submitting bid proposals must hold a valid State California C-27 and a C-61/ D49 Contractor's License. Both licenses must be in good standing for the previous 7 consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

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

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

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

Bid proposals shall include a list of at least ten (10) similar and separate Southern California municipal multi-year tree maintenance contracts which have been successfully completed within

Special scheduling adjustments will be required when a holiday named herein falls on a weekday (Monday through Friday). During the week of a holiday, the Contractor shall adjust the weekly schedule to include services on Saturday, so as to return to the normal weekly schedule by Monday of the following week. All such adjustments must be submitted to the City representative forty-five (45) days prior to the holiday.

## **II. SELECTION PROCESS**

The process will adhere to the current City of Commerce Administrative Regulation for the award of contracts. Each bid will be evaluated based on firm qualifications and the required submittals. Firm selection will be made by utilizing the criteria described in this document. Each firm will be evaluated on their qualification submissions. All applicants will be notified as to the results of this evaluation. The evaluation criteria used in the selection process includes, but is not limited to, the following:

- A. Quality & Completeness of Proposal 10 Points
  - 1. Relevance & Conciseness of Bid Proposal and Statement of Qualifications
  - 2. Work Statement and Quality Control Plan
  
- B. Corporate Capability 10 Points
  - 1. Qualifications and experience of staff
  - 2. Quantity and types of equipment
  - 3. The ability of the firm to provide the proper insurance coverage
  - 4. Financial ability of the firm to provide services to the City of Commerce
  - 5. Experience in the management of electronic tree inventory databases
  - 6. Internal training program for employees.
  - 7. Equipment
  - 8. Greenwaste recycling capabilities
  
- C. Reference Evaluation 10 Points
  - 1. Customer Service Record
  - 2. Performance record of the firm relating to the Project Schedule of similar scale
  - 3. Quantity and Quality of work previously performed
  - 4. References
  
- D. Facility Evaluation 10 Points
  - 1. The firm's customer service program
  - 2. Equipment maintenance facility
  - 3. The firm's plan to recycle generated greenwaste from tree maintenance activities
  
- E. Information management 10 Points
  - 1. Inventory software provided to the City
  - 2. Technical support for software and data management
  - 3. Quantity and types of inventory equipment
  - 4. The ability to provide accurate inventory updates, for all trees serviced, compatible with the City's tree inventory database
  - 5. Geographic Information System (GIS) capabilities
  
- E. Pruning Program 10 Points
  - 1. Ability to recommend and meet Project Schedules
  - 2. Pruning ability

- F. Fee Schedule (or Schedule of Prices) 50 Points  
1. An evaluation of the firm's Fee Schedule
- G. Community Forest Study 5 Points  
An evaluation of the firm's ability to conduct a comprehensive study of the current condition of Commerce's Community Forest.
- H. Oral Interviews  
In addition to the written proposal, each respondent **may be** asked to make an oral presentation to the Selection Advisory Committee.

The Contractor should have available a principal in the company and the contractor's proposed project manager to discuss the following:

1. The major elements of the proposal and be prepared to answer questions clarifying the proposal details.
2. A description of similar experience the Contractor has in providing the requested services. Exhibits may also be used.
3. The proposed staffing, supervision coverage, level of training, and fleet and facility resources identified to provide the requested services.
4. The submitted Rate/Fee Schedule.
5. Any other areas the City finds necessary to address.

### **III. REQUIRED QUALIFICATIONS TO BE SUBMITTED WITH BID PROPOSAL**

Award will be made to the firm who best meets the City's requirements and who offers the most advantageous combination of low price and highest qualifications for the all criteria described in this document. All firms submitting bid proposals must hold a valid State California C-27 and a C-61/ D49 Contractor's License. Both licenses must be in good standing for the previous 7 consecutive years without any official unresolved record of complaints registered or filed with the Board or California Department of Consumer Affairs.

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

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

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

Bid proposals shall include a list of at least ten (10) similar and separate Southern California municipal multi-year tree maintenance contracts which have been successfully completed within the last seven (7) years. Each project shall be of comparable size and scope of this project

CITY OF COMMERCE  
SCHEDULE OF PRICES

NAME OF CONTRACTOR: WEST COAST ARBORISTS, INC.  
2200 E. Via Burton Street, Anaheim, CA 92806

**I. City Tree Inventory (Summary)**

- 4,823 trees
- 2,698 vacant sites
  - 103 not city planted/maintained
  - 25 stumps
  - 10 poor planting site

**II. Current tree pruning cycle (or frequency)**

- 429 Palm Trees (annually)
- 125 Eucalyptus Trees (annually)
- 774 Ficus Trees (annually)
- 120 Melaluca Trees (annually)
- 1,688 Trees, approx. of 50% of all other trees, (annually)
- 3,136 Trees trimmed annually

**III. Fee Schedule based on trimming 3,136 trees every year.**

1. Annual cost to trim 3,136 trees annually: \$180,000.00
  
2. Tree Removal including stump and major roots and removal of grindings, per inch of tree diameter as measured measured 24-inches from ground level: \$ 19.00 each
  
3. Stump Removal including major roots and removal of grindings, per stump: \$ 95.00 each
  
4. Emergency Crew Response, 24-hour with 4-hour Notification: \$210.00 per hour based on arrival within city.
  
5. Storm Clean-up Crew Response, next available business day: \$150.00 per hour based on arrival within city.
  
6. Root Pruning, per individual tree: \$ 95.00 per tree
  
7. Tree planting, including 12-months watering, pruning and fertilizing;
  - 15-gallon with root barrier, each: \$ 200.00
  - 15-gallon without root barrier, each: \$ 170.00
  - 24-inch box with root barrier, each: \$ 400.00
  - 24-inch box without root barrier, each: \$ 360.00
  
8. Tree planting only, no maintenance;
  - 15-gallon with root barrier, each: \$ 100.00
  - 15-gallon without root barrier, each: \$ 85.00
  - 24-inch box with root barrier, each: \$ 200.00
  - 24-inch box without root barrier, each: \$ 180.00

The BIDDER/PROPOSER shall provide bid prices for all of the items listed above. Failure to do so may be the grounds for rejection of the bid.

**CITY OF COMMERCE  
SCHEDULE OF PRICES**

**NAME OF CONTRACTOR:** **WEST COAST ARBORISTS, INC.**  
2200 E. Via Burton Street, Anaheim, CA 92806

**IV. Fee Schedule for additional services**

**SERVICE REQUEST TREE PRUNING**

**BASED ON SIZE**

Pruning will include structural pruning, crown raising, cleaning and selective thinning in accordance with the standards set forth by the International Society of Arboriculture Pruning Standards and the Best Management Practice, Tree Pruning Guidelines. No pruning shall involve the removal of more than 25% of bulk material from trees. Special projects that are difficult to access, require the need for specialty equipment (i.e., 95-foot tower), special request pruning, or pruning to reduce and/or pruning to restore will fall under Crew Rental.

0 – 3" DBH	PER TREE	\$20.00
4 – 6" DBH	PER TREE	\$40.00
7"-12" DBH	PER TREE	\$60.00
13"-18" DBH	PER TREE	\$120.00
19"-24" DBH	PER TREE	\$195.00
25" – 31" DBH	PER TREE	\$265.00
31" DBH & OVER	PER TREE	\$325.00
King or Queen palm pruning	PER TREE	\$40.00
Washingtonia palm pruning	PER TREE	\$40.00
Canary Island Date Palm pruning	PER TREE	\$120.00
Palm tree skinning	PER LINEAR FOOT	\$10.00

**TREE ONLY REMOVAL**

**PER DIAMETER INCH \$14.00**

Caliper of trees to be measured at 24 inches above soil level. City prepares list of trees to be removed, marks trees, notifies homeowners and submits lists to WCA. WCA calls U.S.A. and prepares internal work order. Crew removes tree and hauls all debris. Crew grinds stumps to a depth of 18 inches. All holes will be backfilled; as well as all debris cleaned up and hauled away. Special projects that are difficult to access with equipment, or require the need for a crane or 95-foot tower would fall under Crew Rental rates.

**STUMP REMOVAL WITH CLEAN FILL DIRT**

**PER INCH \$12.00**

Stump to be measured at 2 inches above ground level. City prepares list of stumps to be removed, marks stump, notifies homeowners and submits lists to WCA. WCA calls U.S.A. and prepares internal work order. Stumps will be ground to a depth of 18 inches. All holes will be backfilled with clean fill dirt; all remaining debris will be cleaned up and hauled off on the day the stump removal is completed.

**CREW RENTAL (3 MAN)**

**HOUR \$150.00**

The standard crew is three men, one chipper truck, one chipper, one aerial tower and all necessary hand tools. The crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work such as hanging flags, changing light bulbs, special projects that are difficult to access with equipment, or trimming specific trees requiring immediate attention prior to their scheduled trim.

**CITY OF COMMERCE  
SCHEDULE OF PRICES**

**NAME OF CONTRACTOR:** **WEST COAST ARBORISTS, INC.**  
2200 E. Via Burton Street, Anaheim, CA 92806

**IV. Fee Schedule for additional services**

<b>CREW RENTAL (1 MAN)</b>	<b>MAN HOUR</b>	<b>\$50.00</b>
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Additional manpower to supplement a three man crew, or perform tasks requiring less manpower. Crew and equipment can be modified to complete any type of miscellaneous tasks including special projects that may consist of extraordinary work.

<b>SPECIALTY EQUIPMENT RENTAL</b>	<b>PER HOUR</b>	<b>\$100.00</b>
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WCA can dispatch a variety of specialty equipment including 100-foot crane, 95-foot aerial tower, and/or roll-off trucks with loaders (disposal fees are not included). These pieces of equipment include one operator.

<b>ARBORIST SERVICES</b>	<b>PER HOUR</b>	<b>\$100.00</b>
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Tree evaluation(s) including written reports with photographs.

**COOPERATIVE PURCHASING**

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

**CONTRACT EXTENSION**

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

**NOTICE TO BIDDERS**

The final selection of the contractor will include but not limited to the Schedule of Prices per year, per units for optional items, bidder's qualifications, experience, references, and other relevant items as indicated in the Request for Proposals.

The BIDDER agree that the City reserves the right to increase or decrease the amount of any quantity and to delete any item form the contract and pay the contractor at the bid unit prices so long as the total amount of change does not exceed 25% (plus or minus) of the total bid amount. If the change exceeds 25%, a change order may be negotiated to adjust unit prices. It is agreed that the bid prices include all appurtenant expenses, taxes, royalties, and fees. If the case of discrepancies in the amount bid, unit prices shall govern over extended amounts, and words shall govern over figures. All other work items not specifically listed above, but necessary to complete the work per applicable standards are assumed to be included in the above bid prices.

This proposal submitted by: WEST COAST ARBORISTS, INC.

Company Name Victor Gonzalez, Vice-President/Marketing  
Representative

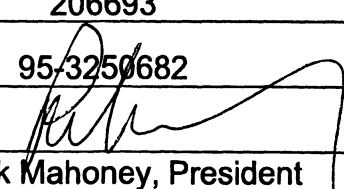
Address 2200 E. Via Burton Street  
Anaheim, CA 92806

Phone & Fax Numbers 714/991-1900 - 714/991-1027

Email address vgonzalez@wcainc.com

Business License Number 206693

Federal Employer ID Number 95-3250682

Authorized Signature   
Patrick Mahoney, President



**DESIGNATION OF SUBCONTRACTOR'S**

BIDDER proposes to subcontract certain portions of the work which are in excess of one-half of one percent of the bid and to procure materials and equipment from suppliers and vendors as follows:

Note: The prime Contractor is required to perform, with its own organization, contract amounting to at least fifty one percent (51%) of Contract Price.

NAME, ADDRESS, AND PHONE NUMBER OF SUBCONTRACTOR'S, of Total SUPPLIERS, AND VENDORS	NAME PORTION OF WORK, MATERIALS, AND/OR EQUIPMENT	Dollar Value of Contract	%
<b>NONE TO BE USED ON THIS PROJECT</b>		\$ _____	_____ %
		\$ _____	_____ %
		\$ _____	_____ %
		\$ _____	_____ %
		\$ _____	_____ %
		TOTAL: \$ _____	_____ %

**REFERENCES**

The City of Commerce is interested in obtaining bids from the most qualified and capable Contractor with a proven track record able to perform work desired by the Community Development Department. Any and all references required to be provided by the bid specifications must be for projects constructed by the bidding company; references for other projects performed by principals or other individuals of the bidding company may not be included. The following are the names, addresses, and telephone numbers for three references for which BIDDER has performed similar work within the past ten years.

1. City of Monterey Park - 320 West Newmark Avenue, Monterey Park, CA 91754

Name and address of the owner

Daniel Sabadin - (626)307-1292

Name and telephone number of person familiar with the project

\$150,000 - Tree Maintenance and Management Services - 1997 to Present

Contract amount Type of work Date Completed

2. City of Pico Rivera - 6615 Passons Road Pico Rivera, CA 90660

Name and address of the owner

Martin Rios - (562)801-4460

Name and telephone number of person familiar with the project

\$210,000 - Tree Maintenance and Management Services - 2005 to Present

Contract amount Type of work Date Completed

3. City of Alhambra - 900 S New Ave, Alhambra, CA 91801

Name and address of the owner

JANELL MITHANI - (626)308-4874

Name and telephone number of person familiar with the project

\$400,000 - Tree Maintenance and Management Services - 1997 to Present

Contract amount Type of work Date Completed

**BONDS**

The following are the names, addresses, and telephone numbers for all brokers and sureties from whom BIDDER intends to procure insurance bonds:

Stong Surety Insurance Services - 4850 Arlington Ave., Suite B Riverside, CA 92504 - Ph. 951/343-0382

**SITE INSPECTION**

The Bidder declares that he/she has carefully read and examined the project specifications, bid documents, and he/she has made a personal examination of the site (indicate name of the person, representing the bidder, who inspected the site and date below) and that he/she understands the exact scope of the Project WITHOUT QUESTION.

Name of Person who inspected the site: Joe Bartolo - Area Manager

Date of Inspection: May 9, 2011

**ADDENDA ACKNOWLEDGMENT**

The Bidder acknowledges receipt of the following Addenda and has included their provisions in this Proposal:

Addendum No. 1 Dated May 19, 2011

Addendum No. 2 Dated May 25, 2011

Addendum No. \_\_\_\_\_ Dated \_\_\_\_\_

**EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE**

BIDDER certifies that all previous contracts or subcontracts, all reports which may have been due under the requirements of any Agency, Site, or Federal equal employment opportunity orders have been satisfactorily filed, and that no such reports are currently outstanding.

**AFFIRMATIVE ACTION CERTIFICATION**

BIDDER certifies that affirmative action has been taken to seek out and consider minority business enterprises for those portions of work to be subcontracted, and that such affirmative actions have been fully documented, that said documentation is open to inspection, and that said affirmative action will remain in effect for the life of any contract awarded hereunder. Furthermore, BIDDER certifies that affirmative action will be taken to meet all equal employment opportunity requirements of the contract documents.

**NONCOLLUSION AFFIDAVIT**

BIDDER declares that the only persons or parties interested in this proposal as principals are those named herein: that no officer, agent, or employee of the City of Commerce is personally interested, directly or indirectly, in this proposal; that this proposal is made without connection to any other individual, firm, or corporation making a bid for the same work and that this proposal is in all respects fair and without collusion or fraud.

**BIDDER'S INFORMATION**

BIDDER certifies that the following information is true and correct:

Bidder's Name WEST COAST ARBORISTS, INC.

Form of Legal Entity (i.e., individual, partnership, corporation, etc.)  
Corporation

If a Corporation, State of Incorporation (i.e., Calif.) California

Business Address 2200 E. Via Burton Street  
Anaheim, CA 92806

Telephone 800/521-3714

State Contractor's License No. and Class 366764 - C61/D49, Tree Services - C27, Landscaping

Original Date Issued 12/13/78 Expiration Date 12/31/2012

The following are the names, titles, addresses, and phone numbers of all individuals, firm members, partners, joint ventures, and/or corporate officers having a principal interest in this proposal:

Patrick Mahoney, President - 191 E. Cobblestone Ln, Anaheim, CA 92807 - 714/991-1900

Richard Mahoney, Vice-President - 565 Peralta Hills Dr. Anaheim, CA 92807 - 714/991-1900

Rose Epperson, Treasurer - 32622-B Success Valley Rd, Porterville, CA 93257 - 714/991-1900

The date(s) of any voluntary or involuntary bankruptcy judgments against any principal having an interest in this proposal are as follows:

**NONE**

All current and prior DBA'S, alias, and/or fictitious business names for any principal having an interest in this proposal are as follows:

**NONE**

Previous contract performance history:

Was any contract terminated previously: NO

*If the answer to the above is "yes", provide the following information:*

Contract/project name and number: N/A

Date of termination: \_\_\_\_\_

Reason for termination: \_\_\_\_\_

Owner's name: \_\_\_\_\_

Owner contact person and tel. no.: \_\_\_\_\_

**IN WITNESS WHEREOF, BIDDER** executes and submits this proposal with the names, titles, hands, and seals of all aforementioned principals this 1st day of June, 2011.

BIDDER WEST COAST ARBORISTS, INC.

2200 E. Via Burton Street

Anaheim, CA 92806

Patrick Mahoney its President

Subscribed and sworn to this 1st day of June, 2011.

NOTARY PUBLIC

*Victor M. Gonzalez*







# AGENDA REPORT

MEETING DATE: April 10, 2012

**TO:** Honorable City Council  
**FROM:** City Administrator  
**SUBJECT:** STRATEGIC PLAN WORKSHOP LOCATION

**RECOMMENDATION:**

The City Council will consider the following meeting locations to hold the Strategic Plan Workshops on April 21<sup>st</sup> and April 27<sup>th</sup>:

- Emergency Operations Center (April 21<sup>st</sup> & 27<sup>th</sup>)
- Senior Center (April 21<sup>st</sup>) & Rosewood Park (April 27<sup>th</sup>)
- AltaMed Conference Room (AltaMed staff working on April 27<sup>th</sup> date)

**MOTION:**

Council discretion.

**BACKGROUND/ANALYSIS:**

At the April 3<sup>rd</sup>, City Council meeting, the City Council confirmed April 21<sup>st</sup> and April 27<sup>th</sup> for their strategic plan workshop event, and directed City staff to return with some potential meeting locations, including the possibility of holding the workshops at AltaMed's corporate office, here in Commerce.

The City Council also accepted Councilmember Altamirano's offer to check on the availability of a motivational speaker acquaintance to assist the City of Commerce with the strategic plan workshop at no cost to the City. If available, the special guest speaker would work in collaboration with the City's Human Resources Director, Teresa McAllister in facilitating the strategic plan workshops.

Mr. Clifton Anderson has graciously volunteered to assist the City of Commerce in the facilitation of the strategic plan workshop. Mr. Anderson is available to attend the April 21, 2012 workshop. However, Mr. Anderson would be available via video conference on April 27, 2012 due to prior commitment out of town.

Mr. Anderson has been called "one of the most profound thinkers of his generation". According to an excerpt "he is a gifted results coach, author, speaker, and a relentless champion for human potential. He has an amazing ability to bring out the very best in people and help them create phenomenal results in the lives. He holds an MBA from the prestigious Wharton School and was a senior executive with a \$1.5 billion global company.

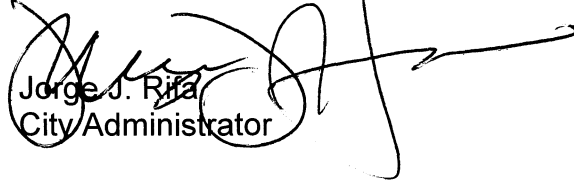
**FISCAL IMPACT:**

This activity can be carried out without additional impact on the current operating budget.

**STRATEGIC PLAN SIGNIFICANCE:**

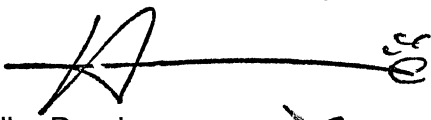
The issue before the City Council is applicable to the following Council strategic goal to "Protect and Enhance Quality of Life in the City of Commerce".

Respectfully submitted,




Jorge J. Rifa  
City Administrator

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

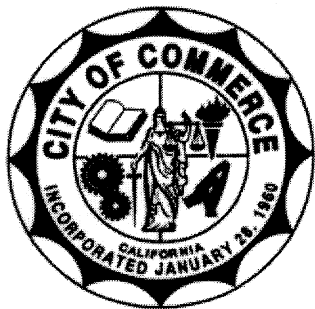


Approved As To Form:



Eduardo Olivo  
City Attorney





# AGENDA REPORT

Meeting Date: 04/10/2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Blue Ribbon Advisory Panel Appointments

RECOMMENDATION:

Make appropriate appointments.

MOTION:

Council discretion.

BACKGROUND:

At its March 6, 2012, meeting, the Council directed the formation of a Blue Ribbon Advisory Panel to be tasked with examining and recommending new revenue sources, outside the scope give the first Panel in 2010, to assist with the projected \$3.5 million revenue shortfall in fiscal year 2012-2013.

At its March 20, 2012, meeting, the Council approved the "Working Blueprint" that will guide both the Panel and staff through the advisory process. The Council also determined to make a slight adjustment to the Panel membership, changing the number of Industrial Council members from three to two and Employee Association members from one to two. Finally, the Council commenced with the appointment of the nine Panel members.

ANALYSIS:

The following Panel members were appointed by the Council on March 20, 2012, and March 26, 2012:

Councilmember Aguilar	Nancy Barragan
Councilmember Altamirano	Continued
Councilmember Robles	Annelle Grajeda
Mayor Pro Tempore Baca Del Rio	Continued
Mayor Leon	Angela Sandoval
Industrial Council	Eddie Tafoya, Executive Director, Commerce Industrial Council
Industrial Council	Jon R. Reno, Senior Vice President, Heger Industrial
City of Commerce Employees Association	Laura Tilley
City of Commerce Employees Association	Mario Moran

The Panel is tentatively scheduled to commence meeting the week of April 2, 2012.

It is requested that the following Councilmembers make appointments at this time.

Councilmember Altamirano  
Mayor Pro Tempore Baca Del Rio

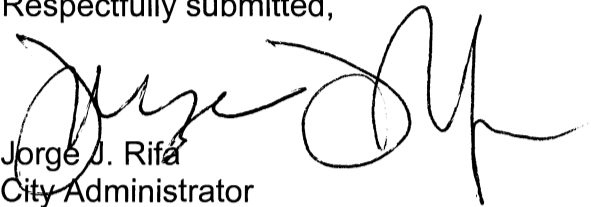
FISCAL IMPACT:

This matter can be carried out without further impact on the current operating budget.

RELATIONSHIP TO 2009 STRATEGIC GOALS:

This item is associated with the Council's goal of making financial and economically sound decisions consistent with economic conditions.

Respectfully submitted,



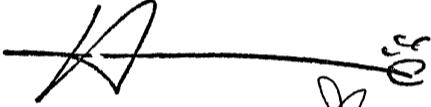
Jorge J. Rifa  
City Administrator

Prepared by:



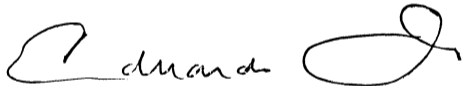
Linda Kay Olivieri  
City Clerk

Fiscal impact reviewed by:



Vilko Domic  
Director of Finance

Reviewed as to form:



Eduardo Olivo  
City Attorney



# AGENDA REPORT

DATE: April 10, 2012

TO: Honorable City Council

FROM: City Administrator

SUBJECT: Commission and Committee Appointments

**RECOMMENDATION:**

Make the appropriate appointments.

**MOTION:**

Council discretion.

**BACKGROUND:**

Pursuant to Resolution No. 97-15, as amended, each Councilmember makes one appointment to the various Commissions and Committees of the City, with the terms of office of each appointee being for a period not to exceed two years, expiring at the next General Municipal Election. The term of office shall continue until the appointment and qualification of successor appointees. The Council makes the appointments of any sixth or more members, industrial member and Council member of the applicable Commission and Committees.

**ANALYSIS:**

It is recommended that appointments be made to the following Commissions and Committees at this time, with all terms to expire March 19, 2013, unless otherwise indicated:

Community Services Commission

Councilmember Altamirano

Parks and Recreation Commission

Councilmember Altamirano

Planning Commission

Councilmember Robles

Traffic Commission

Mayor Pro Tempore Baca Del Rio  
Councilmember Altamirano

Pageant Steering Committee

Councilmember Altamirano

Environmental Justice Advisory Task Force

Councilmember Altamirano

**FISCAL IMPACT:**

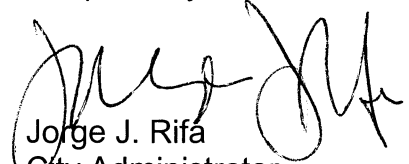
This activity can be carried out without additional impact on the current operating budget.

Recommended by:



Linda Kay Olivieri  
City Clerk

Respectfully submitted,



Jorge J. Rifa  
City Administrator

Prepared by:



Victoria M. Alexander  
Deputy City Clerk