



Public Works Agency
Alameda County

Daniel Woldesenbet, Ph.D., P.E., Director

399 Elmhurst Street • Hayward, CA 94544-1307 • (510) 670-5480 • www.acgov.org/pwa

August 31, 2017

Honorable Board of Supervisors
County of Alameda
1221 Oak Street, Suite 536
Oakland, California 94612-4305

SUBJECT: INCREASE THE CONTRACT FOR TREE TRIMMING AND REMOVAL SERVICES, REQUEST FOR QUOTATION NO. 901041; AMOUNT: \$450,000

Dear Board Members:

RECOMMENDATION:

Approve and authorize the Purchasing Agent to amend Master Contract No. 901041, Procurement Contract No. 8543, with West Coast Arborist, Inc. (Principal: Victor Gonzalez; Location: Anaheim), to provide tree trimming and removal services to the Alameda County Public Works Agency, increasing the contract amount from \$1,551,960 to \$2,001,960 (\$450,000 increase) with no change in the current contract term of 03/26/13 – 03/25/18.

DISCUSSION/SUMMARY:

On March 26, 2013, File No. 28816, Item No. 32, your Board approved a three-year contract with West Coast Arborist, Inc. (WCA). On July 29, 2014, Item No. 118, your Board approved an increase to the contract amount of \$300,000. Your Board approved two more amendments on this contract, increasing the total contract value to \$1,551,960, and extending the expiration date to March 25, 2018.

WCA provides Alameda County with tree trimming and removal services along roadsides in unincorporated area, and along flood control channels and canals for the Flood Control District, as needed. WCA also responds to emergencies.

WCA and its subcontractor are responsible for performing tree trimming and removal services according to all Federal, State, local laws and regulations, including the Alameda County Tree Ordinance. WCA provides all necessary labor, tools, and equipment required to perform services in a professional manner in conformance with the aforementioned guidelines, and specializes in providing tree trimming and removal services to public entities. When tree trimming and removal services are performed along roadsides, WCA is responsible for all necessary lane closures, including signage, adequate barricades, and warning devices that may be necessary to accomplish work in a safe and legal manner as directed by the Alameda County Public Works Agency (PWA). All green waste is promptly transported for recycling.

There have been an increased number of tree failures and a large volume of weather-related emergency work. The PWA Flood Control District is responsible for numerous locations, including San Leandro Creek, San Lorenzo Creek, Mission Creek, and Alameda Creek, with large stands of eucalyptus trees that have reached their lifespan and are failing at an increasing rate. This tree maintenance is required in all Board Districts, throughout the Alameda County road system and Flood Control District creeks and channels, and addresses potential damage to private property and public safety.

The contract increase of funds will provide for continuity of services as the contract allows by mutual agreement. General Services Agency (GSA)-Procurement will work with the department on a new competitive bid process.

SELECTION CRITERIA/PROCESS:

PWA worked with GSA-Procurement to develop and issue a Request for Quotation (RFQ) that was issued on September 17, 2012 and resulted in four responses. WCA submitted the lowest priced qualified bid, met all of the specifications of the RFQ, received favorable references, and was awarded the contract. PWA is satisfied with the services provided by the contractor.

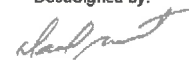
The awarded vendor, WCA, a non-local vendor, agreed to subcontract 20% of the contract to A Plus Tree Inc. (Principal: Jeremy Tibbets; Location: Alameda; Certified Small: 14-00085; Expiration: September 30, 2018) to provide tree trimming and removal services.

As verified in the Elation Systems, Small Local Emerging Business (SLEB) subcontractor achievement to date is 14.75%. WCA will continue to work with A Plus Tree Inc. to meet the SLEB requirement.


FUNDING:

Appropriations for this contract are included in the PWA Fiscal Year 2017-18 Approved Budget and will be requested in future budget years. No additional appropriations are required, and there will be no increase to net County cost.

Respectfully submitted,

DocuSigned by:

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Daniel Woldesenbet, Ph. D., P.E.
Director, Public Works Agency


Willie A. Hopkins, Jr.
Director, General Services Agency

Attachment

WAH:AO:ma\Board Letters\Purchasing\FY 2017-18\901041 Tree Trimming and Removal Svcs

cc: Susan S. Muranishi, County Administrator
Steve Manning, Auditor-Controller/Clerk-Recorder
Donna R. Ziegler, County Counsel

TREE TRIMMING AND REMOVAL SERVICES
RFQ NO. 901041

Total Contract Summary						
Contract Term: 03/26/2013 – 03/25/2018						
Vendor	Location	Contract Amount	Required Total Participation			
			Local Participation		SLEB Participation	
			%	\$	%	\$
West Coast Arborists, Inc.	Anaheim, CA	\$ 2,001,960			20%	\$ 400,392.00

Contract Summary to Date						
03/26/2013 – 03/25/2018						
Vendor	Location	\$ Paid to Prime	Achieved Participation to Date			
			Local Participation		Small/Local Participation	
			%	\$	%	\$
West Coast Arborists, Inc.	Anaheim, CA	\$ 1,192,419.39			10.89%	\$ 129,944.25
					3.86%	\$ 46,056.00

SLEB Subcontractor Achievement to Date						
SLEB Subcontractor Name	Address	Certification Information	Small/Local Utilization		Emerging/Local Utilization	
			%	\$	%	\$
			A Plus Tree Inc. Jeremy Tibbets	1 Clubhouse Memorial Rd Alameda, CA 94502	Cert #: 14-00085 Expires: 09/30/18	10.89%
Simply Trees Jason Beeman	P.O. Box 2282 Livermore, CA 94550	Cert #: 08-91161 Expired: 02/01/14			3.86%	\$ 46,056.00

FOURTH AMENDMENT TO AGREEMENT

This Fourth Amendment to Agreement (“Fourth Amendment”) is made by the County of Alameda (“County”) and West Coast Arborists, Inc., (“Contractor”) with respect to that certain agreement for which services started on March 26, 2013, executed by the vendor on March 22, 2013 and by the County on May 23, 2013 and that certain First, Second and Third Amendments to Contract, (collectively referred to herein as the “Contract”) pursuant to which Contractor provides tree trimming and removal services to County.

County and Contractor agree as follows:

1. For valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor agree to amend the Agreement in the following respects:
2. Except as otherwise stated in this Fourth Amendment, the terms and provisions of this Amendment will be considered to be effective as of the date this Fourth Amendment is executed by the County (“Effective Date”).
3. The term of the Agreement is currently scheduled to expire on March 25, 2018.
4. In consideration for Contractor’s additional services, the County shall pay Contractor in an additional amount not to exceed Four Hundred Fifty Thousand dollars (\$450,000). As a result of these additional services the not to exceed amount has increased from One Million Five Hundred Fifty One Thousand Nine Hundred Sixty dollars (\$1,551,960) to Two Million Nineteen Hundred Sixty dollars (\$2,001,960) over the term of the Agreement and any amendments.

5. Item 20 of the Standard Services Agreement has been amended as follows:

20. **TERMINATION:** The County has and reserves the right to suspend, terminate or abandon the execution of any work by the Contractor without cause at any time upon giving to the Contractor prior written notice. In the event that the County should abandon, terminate or suspend the Contractor's work, the Contractor shall be entitled to payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment. Said payment shall be computed in accordance with Exhibit B hereto, provided that the maximum amount payable to Contractor for its Tree Trimming and Removal Services shall not exceed \$2,001,960 payment for services provided hereunder prior to the effective date of said suspension, termination or abandonment.

6. **DEBARMENT AND SUSPENSION CERTIFICATION:**

- a. By signing this Fourth Amendment and Exhibit D, Debarment and Suspension Certification, Contractor/Grantee agrees to comply with applicable federal suspension and debarment regulations, including but not limited to 7 Code of Federal Regulations (CFR) 3016.35, 28 CFR 66.35, 29 CFR 97.35, 34 CFR 80.35, 45 CFR 92.35 and Executive Order 12549.
- b. By signing this agreement, Contractor certifies to the best of its knowledge and belief, that it and its principals:
 - (1) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any federal department or agency;
 - (2) Shall not knowingly enter into any covered transaction with a person who is proposed for debarment under federal regulations, debarred,

suspended, declared ineligible, or voluntarily excluded from participation in such transaction.

7. Except as expressly modified by this Fourth Amendment, all of the terms and conditions of the Contract are and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have executed this Amendment to the Agreement as of the day and year first above written.

COUNTY OF ALAMEDA

WEST COAST ARBORISTS, INC.

By: 
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Signature

By: 
D29644C10DE4418...
Signature

Name: John Glann
(Printed)

Name: Jason Pinegar
(Printed)

Title: Purchasing Agent

Title: Regional Manager

Date: 10/3/2017

Date: 9/14/2017

By signing above, signatory warrants and represents that he/she executed this Agreement in his/her authorized capacity and that by his/her signature on this Agreement, he/she or the entity upon behalf of which he/she acted, executed this Agreement.

EXHIBIT D

**COUNTY OF ALAMEDA
DEBARMENT AND SUSPENSION CERTIFICATION**

The contractor, under penalty of perjury, certifies that, except as noted below, contractor, its principals, and any named or unnamed subcontractor:

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

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

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

Notes: Providing false information may result in criminal prosecution or administrative sanctions. The above certification is part of the Standard Services Agreement. Signing this Standard Services Agreement on the signature portion thereof shall also constitute signature of this Certification.

CONTRACTOR: West Coast Arborists

PRINCIPAL: Jason Pinegar TITLE: Regional Manager

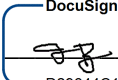
SIGNATURE:  DATE: 9/14/2017
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EXHIBIT E

COUNTY OF ALAMEDA

THE IRAN CONTRACTING ACT (ICA) OF 2010

For Procurements of \$1,000,000 or more

The California Legislature adopted the Iran Contracting Act (ICA) to respond to policies of Iran in a uniform fashion (PCC § 2201(q)). The ICA prohibits persons engaged in investment activities in Iran from bidding on, submitting proposals for, or entering into or renewing contracts with public entities for goods and services of one million dollars (\$1,000,000) or more (PCC § 2203(a)). A person who “engages in investment activities in Iran” is defined in either of two ways:

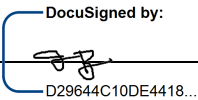
1. The person provides goods or services of twenty million dollars (\$20,000,000) or more in the energy sector of Iran, including a person that provides oil or liquefied natural gas tankers, or products used to construct or maintain pipelines used to transport oil or liquefied natural gas, for the energy sector of Iran; or
2. The person is a financial institution (as that term is defined in 50 U.S.C. § 1701) that extends twenty million dollars (\$20,000,000) or more in credit to another person, for 45 days or more, if that person will use the credit to provide goods or services in the energy sector in Iran and is identified on a list created by the California Department of General Services (DGS) pursuant to PCC § 2201(b) as a person engaging in the investment activities described in paragraph 1 above.

By signing below, I hereby certify that as of the time of bidding or proposing for a new contract or renewal of an existing contract, neither I nor the company I own or work for are identified on the DGS list of ineligible persons and neither I nor the company I own or work for are engaged in investment activities in Iran in violation of the Iran Contracting Act of 2010.

If either I or the company I own or work for are ineligible to bid or submit a proposal or to renew a contract, but I believe I or it qualifies for an exception listed in PCC § 2202(c), I have described in detail the nature of the exception: _____

NAME: West Coast Arborists

PRINCIPAL: Jason Pinegar TITLE: Region Manager

SIGNATURE:  DATE: 9/14/2017