

CONTRACT FOR SERVICES

THIS AGREEMENT ("Agreement") is made and entered into this _____ day of _____, _____, by and between the CITY OF MANTECA, a municipal corporation of the State of California (hereinafter referred to as "CITY"), and

EMT dba Elite Maintenance & Tree Service
Consultant

2972 Larkin Ave	Clovis	California	93612
MAILING ADDRESS	CITY	STATE	ZIP

CONSULTANT'S STATE LICENSE CLASSIFICATION & NUMBER (if required) hereinafter referred to as "Consultant".

WITNESSETH:

A. WHEREAS, CITY desires to enter into this Agreement for services for general parks maintenance services as described in the proposal

B. WHEREAS, CITY desires to retain CONSULTANT to provide these services by reason of its qualifications, applicable license(s), and experience for performing such services, and CONSULTANT has offered to provide the required services on the terms and in the manner set forth herein.

NOW, THEREFORE, in consideration of their mutual covenants, the parties hereto agree as follows:

AGREEMENT

1. SCOPE OF SERVICES:

A. Consultant shall do all work, attend all meetings, produce all reports and carry out all activities necessary to completion of the services described in **Exhibit "A"**. This Contract and its exhibits shall be known as the "Contract Documents." Terms set forth in any Contract Document shall be deemed to be incorporated in all Contract Documents as if set forth in full therein. In the event of conflict between terms contained in these Contract Documents, the more specific term shall control. If any portion of the Contract Documents shall be in conflict with any other portion, provisions contained in the Contract shall govern over conflicting provisions contained in the exhibits to the Contract. To eliminate doubt, in the case of conflict between Consultant's proposal or Consultant's attachments and the City's Contract and

attachments, the City's Contract and attachments shall take precedence over Consultant's proposal and attachments.

B. Consultant enters into this Contract as an independent contractor and not as an employee of the City. The Consultant shall have no power or authority by this Contract to bind the City in any respect. Nothing in this Contract shall be construed to be inconsistent with this relationship or status. All employees, agents, contractors or subcontractors hired or retained by the Consultant are employees, agents, contractors or subcontractors of the Consultant and not of the City. The City shall not be obligated in any way to pay any wage claims or other claims made against Consultant by any such employees, agents, contractors or subcontractors, or any other person resulting from performance of this Contract.

C. The Consultant agrees it has satisfied itself by its own investigation and research regarding the conditions affecting the work to be done and labor and materials needed, and that its decision to execute this Contract is based on such independent investigation and research.

2. TERM OF CONTRACT

A. The services of Consultant are to commence upon execution of this Agreement and shall be completed and this Contract terminated on Tuesday, May 15, 2029, unless otherwise extended in writing by the mutual agreement of both parties.

B. The City Manager or his or her designee may, by written instrument signed by the Parties, extend the duration of this Contract in the manner provided in Section 5, provided that the extension does not require the payment of compensation in excess of the maximum compensation set forth in Section 3, Compensation.

3. COMPENSATION:

A. The Consultant shall be paid in accordance to the attached Payment Schedule in **Exhibit "C"**. Consultant charges separately for certain costs incurred in the representation, as well as for any disbursements to third parties made on City's behalf. Such costs and disbursements include, for example, the following: mileage (at the IRS rate in effect at the time the travel occurs), overnight delivery and messenger services. Consultant shall be reimbursed for expenses related to travel, for example (flights, hotels, meals). However, Consultant shall not make travel arrangements or incur costs on behalf of City without prior written authorization to incur said expenses and in no event shall total compensation under this Contract exceed Two Hundred Thirty Two Thousand Eighty Four Dollars and Zero Cents (\$232,084.00) without City's prior written approval.

B. Said amount shall be paid upon submittal of monthly billings showing completion of the tasks that month. Consultant shall furnish City with invoices for all expenses as well as for all materials authorized by this Contract. The invoices shall be submitted with the monthly billings.

C. If the work is halted at the request of the City, compensation shall be based upon the proportion that the work performed bears to the total work required by this Contract, subject to Section 4.

4. TERMINATION:

A. This Contract may be terminated by either party, provided that the other party is given not less than thirty (30) calendar days' written notice (delivered by registered mail) of intent to terminate.

B. The City may temporarily suspend this Contract, at no additional cost to City, provided that the Consultant is given written notice (delivered by certified mail, return receipt requested) of temporary suspension. If City gives such notice of temporary suspension, Consultant shall immediately suspend its activities under this Contract.

C. Notwithstanding any provisions of this Contract, Consultant shall not be relieved of liability to the City for damages sustained by the City by virtue of any breach of this Contract by Consultant, and the City may withhold any payments due to Consultant until such time as the exact amount of damages, if any, due the City from Consultant is determined.

D. In the event of termination, the Consultant shall be compensated as provided for in this Contract, except as provided in Section 4C. Upon termination, the City shall be entitled to all work, including but not limited to, appraisals, inventories, studies, analyses, drawings and data estimates performed to that date in accordance with Section 7 hereof.

5. AMENDMENTS, CHANGES OR MODIFICATIONS:

Amendments, changes or modifications in the terms of this Contract may be made at any time by mutual written agreement between the parties hereto and shall be signed by the persons authorized to bind the parties hereto.

6. EXTENSIONS OF TIME:

Consultant may, for good cause, request extensions of time to perform the services required hereunder. Such extensions shall be authorized in advance by the City in writing and shall be incorporated in written amendments to this Contract in the manner provided in Section 5.

7. PROPERTY OF CITY:

A. It is mutually agreed that all materials prepared by the Consultant under this Contract shall become the property of the City, and the Consultant shall have no property right therein whatsoever. Immediately upon termination, the City shall be entitled to, and the Consultant shall deliver to the City, all data, drawings, specifications, reports, estimates, summaries and other such materials as may have been prepared or accumulated to date by the Consultant in performing this Contract which is not Consultant's privileged information, as defined by law, or Consultant's personnel information, along with all other property belonging exclusively to the City which is in the Consultant's possession.

B. Additionally, it is agreed that the parties intend this to be a contract for services and each considers the products and results of the services to be rendered by Consultant hereunder (the "Work") to be a work made for hire. Consultant acknowledges and agrees that the Work (and all rights therein, including, without limitation, copyright) belongs to and shall be the sole and exclusive property of the City.

8. COMPLIANCE WITH ALL LAWS:

A. Consultant shall comply with all applicable laws, ordinances, and codes of federal, State and local governments, and shall commit no trespass on any public or private property in performing any of the work authorized by this Contract. It shall be City's responsibility to obtain all rights of way and easements to enable Consultant to perform its services hereunder. Consultant shall assist City in providing the same.

B. Consultant warrants to the City that it is licensed by all applicable governmental bodies to perform this Contract and will remain so licensed throughout the progress of the Work, and that it has, and will have, throughout the progress of the Work, the necessary experience, skill and financial resources to enable it to perform this Contract.

9. WARRANTIES AND RESPONSIBILITIES - CONSULTANT:

A. Consultant agrees and represents that it is qualified to properly provide the services set forth in **Exhibit "A"** in a manner which is consistent with the generally accepted standards of Consultant's profession.

B. Consultant agrees and represents that the work performed under this Contract shall be in accordance with applicable federal, State and local law in accordance with Section 17A hereof.

C. Consultant shall designate a project manager who at all times shall represent the Consultant before the City on all matters relating to this Contract. The project manager shall continue in such capacity unless and until he or she is removed at the request of the City, is no longer employed by Consultant, or is replaced with the written approval of the City, which approval shall not be unreasonably withheld.

D. Consultant shall provide corrective services without charge to the City for services which fail to meet the above professional and legal standards and which are reported to Consultant in writing within sixty (60) days of discovery. Should Consultant fail or refuse to perform promptly its obligations, the City may render or undertake performance thereof and the Consultant shall be liable for any expenses thereby incurred.

10. SUBCONTRACTING:

None of the services covered by this Contract shall be subcontracted without the prior written consent of the City, which will not be unreasonably withheld. Consultant shall be as fully responsible to the City for the negligent acts and omissions of its contractors and subcontractors, and of persons either directly or indirectly employed by them, as it is for the negligent acts and omissions of persons directly employed by Consultant.

11. ASSIGNABILITY:

Consultant shall not assign or transfer any interest in this Contract whether by assignment or novation, without the prior written consent of the City which will not be unreasonably withheld. However, claims for money due or to become due Consultant from the City under this Contract may be assigned to a financial institution, or to a trustee in bankruptcy, without such approval. Notice of any assignment or transfer whether voluntary or involuntary shall be furnished promptly to the City.

12. INTEREST IN CONTRACT:

Consultant covenants that neither it, nor any of its employees, agents, contractors, subcontractors has any interest, nor shall they acquire any interest, direct or indirect, in the subject of the Contract, nor any other interest which would conflict in any manner or degree with the performance of its services hereunder. Consultant shall make all disclosures required by the City's conflict of interest code in accordance with the category designated by the City, unless the City Manager determines in writing that Consultant's duties are more limited in scope than is warranted by the category designated by the City code and that a narrower disclosure category should apply. Consultant also agrees to make disclosure in compliance with the City conflict of interest code if, at any time after the execution of this Contract, City determines and notifies Consultant in writing that Consultant's duties under this Contract warrant greater disclosure by Consultant than was originally contemplated. Consultant shall make disclosures in the time, place and manner set forth in the conflict of interest code and as directed by the City.

13. MATERIALS CONFIDENTIAL:

All of the materials prepared or assembled by Consultant pursuant to performance of this Contract are confidential and Consultant agrees that they shall not be made available to any individual or organization without the prior written approval of the City, except by court order.

14. LIABILITY OF CONSULTANT-NEGLIGENCE:

Consultant shall be responsible for performing the work under this Contract in a manner which is consistent with the generally-accepted standards of the Consultant's profession and shall be liable for its own negligence and the negligent acts of its employees, agents, contractors and subcontractors. The City shall have no right of control over the manner in which the work is to be done but only as to its outcome, and shall not be charged with the responsibility of preventing risk to Consultant or its employees, agents, contractors or subcontractors.

15. INDEMNITY AND LITIGATION COSTS:

To the fullest extent permitted by law, Consultant shall indemnify, defend, and hold harmless the City, its officers, officials, agents, and employees against all claims, damages, demands, liability, costs, losses and expenses, including without limitation court costs and reasonable attorneys' fees, arising from Consultant's negligent acts or negligent failure to act, errors, omissions or willful misconduct incident to the performance of this Contract except such loss or damage caused solely by the active negligence, sole negligence, or willful misconduct of the City. The provisions of this paragraph shall survive termination or suspension of this Contract.

16. CONSULTANT TO PROVIDE INSURANCE:

A. Consultant shall not commence any work before obtaining, and shall maintain in force at all times during the duration and performance of this Contract, the policies of insurance specified in this Section. Such insurance must have the approval of the City as to limit, form, and amount, and shall be placed with insurers with a current A.M. Best's rating of no less than A VII (an NR rating is acceptable for Worker's Compensation insurance written with the State Compensation Insurance Fund of California).

B. Prior to execution of this Contract and prior to commencement of any work, the Consultant shall furnish the City with certificates of insurance and copies of endorsements

providing evidence of coverage for all policies required by the Contract. The Consultant and its contractors and subcontractors shall, at their expense, maintain in effect at all times during the performance of work under the Contract not less than the following coverage and limits of insurance, which shall be maintained with insurers and under forms of policy satisfactory to the City. The maintenance by Consultant and its contractors and subcontractors of the following coverage and limits of insurance is a material element of this Contract. The failure of Consultant or of any of its contractors or subcontractors to maintain or renew coverage or to provide evidence of renewal may be treated by the City as a material breach of this Contract. Approval of the insurance by the City shall not relieve or decrease any liability of Consultant.

1. Commercial General Liability Insurance.

a. Consultant shall maintain commercial general liability insurance with coverage at least as broad as Insurance Services Office form CG 00 01, in an amount not less than two million dollars (\$2,000,000) per occurrence and four million dollars (\$4,000,000) minimum limit for general aggregate for bodily injury, personal injury, and property damage, including without limitation, blanket contractual liability. If a general aggregate limit applies, either the general aggregate limit shall apply separately to this project/location or the general aggregate limit shall be twice the required occurrence limit. Consultant's general liability policies shall be primary and shall not seek contribution from the City's coverage, and be endorsed using Insurance Services Office form CG 20 10 (or equivalent) to provide that City and its officers, officials, employees, and agents shall be additional insureds under such policies. For construction projects, an endorsement providing completed operations coverage for the additional insured, ISO form CG 20 37 (or equivalent), is also required.

b. Any failure to comply with reporting provisions of the policies by Consultant shall not affect coverage provided the City.

c. Coverage shall state that Consultant insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respect to the limits of the insurer's liability.

d. Coverage shall contain a waiver of subrogation in favor of the City.

2. *Automobile Liability.* If the vehicles are brought onto city facilities, covering any auto, or of Contractor has no owned autos, hired, and non-owned autos, the Contractor shall maintain automobile liability with limits no less than one million dollars (\$1,000,000) minimum limit per accident for bodily injury and property damage.

3. *Workers' Compensation and Employers' Liability.* Consultant shall maintain Workers' Compensation Insurance and Employer's Liability Insurance with limits of at least one million dollars (\$1,000,000). Consultant shall submit to City, along with the certificate of insurance, a waiver of subrogation endorsement in favor of City, its officers, agents, employees, and volunteers.

4. *Professional Liability.* Consultant shall maintain professional liability insurance that insures against professional errors and omissions that may be made in performing the Services to be rendered in connection with this Agreement, in the minimum amount of two million dollars (\$2,000,000) per claim and in the aggregate. Any policy inception date, continuity date, or retroactive date must be before the effective date of this agreement,

and Contractor agrees to maintain continuous coverage through a period no less than three years after completion of the services required by this agreement.

5. All Coverages.

a. Each insurance policy required by this Agreement shall be endorsed to state that coverage shall not be suspended, voided, cancelled, or reduced in limits except after thirty (30) days' prior written notice has been given to the City, except that ten (10) days' prior written notice shall apply in the event of cancellation for nonpayment of premium.

b. All self-insurance, self-insured retentions, and deductibles must be declared and approved by the City.

c. Evidence of Insurance - Prior to commencement of work, the Consultant shall furnish the City with certificates, additional insured endorsements, and waivers of subrogation evidencing compliance with the insurance requirements above. The Consultant must agree to provide complete, certified copies of all required insurance policies if requested by the City.

d. Acceptability of Insurers - Insurance shall be placed with insurers admitted in the State of California and with an A.M. Best rating of A- VII or higher.

e. Subcontractors and Consultants - A category of risk and the applicable insurance requirements will be determined on a "per subcontractor" or "per consultant" basis, considering the particular work to be done by the subcontractor or consultant and the interrelationship of that work to other work being conducted by the Consultant.

6. No other provision of this Agreement or any attachment thereto shall reduce the insurance or indemnity obligations imposed under this Section.

C. In addition to any other remedy the City may have, if Consultant fails to maintain the insurance coverage as required in this Section, the City may obtain such insurance coverage as is not being maintained, in form and amount substantially the same as is required herein, and the City may deduct the cost of such insurance from any amounts due or which may become due Consultant under this Contract.

D. No policy required by this Contract shall be suspended, cancelled, terminated by either party, or reduced in coverage or in limits unless Consultant has provided thirty (30) days prior written notice by certified mail, return receipt requested, to the City.

E. Any deductibles or self-insured retentions in excess of \$10,000 must be declared to, and approved by, the City.

F. The requirement as to types, limits, and the City's approval of insurance coverage to be maintained by Consultant are not intended to, and shall not in any manner, limit or qualify the liabilities and obligations assumed by Consultant under the Contract.

17. MISCELLANEOUS PROVISIONS:

A. Compliance with Laws. Consultant shall keep itself fully informed of, shall observe and comply with, and shall cause any and all persons, firms or corporations employed by it or

under its control to observe and comply with, applicable federal, state, county and municipal laws, ordinances, regulations, orders and decrees which in any manner affect those engaged or employed on the work described by this Contract or the materials used or which in any way affect the conduct of the work.

B. Unlawful Acts. Consultant shall not engage in unlawful employment discrimination. Such unlawful employment discrimination includes, but is not limited to, employment discrimination based upon a person's race, religious creed, color, national origin, ancestry, physical handicap, medical condition, marital status, gender, citizenship, or sexual orientation.

C. Record Retention. Consultant shall maintain and make available for inspection by the City and its auditors accurate records of all of its costs, disbursements and receipts with respect to any work under this Contract. Such inspections may be made during regular office hours at any time until six (6) months after the final payments under this Contract are made to the Consultant.

D. Notice. All notices that are required to be given by one party to the other under this Contract shall be in writing and shall be deemed to have been given if delivered personally or enclosed in a properly addressed envelope and deposited in a United States Post Office for delivery by registered or certified mail addressed to the parties at the following addresses:

City:

Eric Dye
Parks Operations Supervisor
City of Manteca
1001 W. Center St.
Manteca, CA 95337

Consultant:

Ben Canterbury
Branch Manager
EMT dba Elite Maintenance & Tree Service
2972 Larkin Ave
Clovis, California 93612
209 493-8880
benjaminc@eliteoffices.com

E. Governing Law and Venue. This Contract shall be interpreted and governed by the laws of the State of California, and any legal action relating to this Contract shall take place in the Superior Court, County of San Joaquin.

F. Waiver. Waiver of any breach or default under this Agreement shall not constitute a continuing waiver of a subsequent breach or default of the same or any other provision under this Contract.

G. Severability. If any provision of this Contract is held to be invalid, illegal or otherwise unenforceable by a court of competent jurisdiction, the remaining provisions of this Contract shall continue in full force and effect.

H. Mediation. In the event of any controversy or claim arising out of or relating to this Agreement or the Services provided by Consultant (each referred to as a "Dispute" and all collectively referred to as the "Disputes"), the Parties shall try to resolve all Disputes through good faith, direct discussions involving the representatives of each Party who possess the necessary authority to resolve such Dispute. If direct discussions are unsuccessful in resolving a Dispute, the Parties shall endeavor to resolve the matter by mediation through and administered by JAMS or its successor in interest. JAMS shall provide the parties with the

name of five () qualified mediators. Each party shall the option to strike two of the five mediators selected by JAMS, and thereafter the mediator remaining shall hear the dispute. If the dispute remains unresolved after mediation, either party may commence litigation.

I. Costs and Attorney' Fees. If either party commences any legal action against the other party arising out of this Agreement or the performance thereof, the prevailing party in such action may recover its reasonable litigation expenses, including court costs, expert witness fees, discovery expenses, and attorneys' fees.

J. Entire Agreement. This Contract constitutes the entire agreement between the parties relative to the services specified herein and no modification hereof shall be effective unless and until such modification is evidenced by a writing signed by both parties to this Contract. There are no understandings, agreements, conditions, representations, warranties or promises, with respect to this Contract, except those contained in or referred to in the writing.

K. Execution. This Contract may be executed in several counterparts, each of which shall constitute one and the same instrument and shall become binding upon the parties when at least one copy has been signed by both parties.

L. Authority to Enter Agreement Consultant warrants that it has all requisite power and authority to conduct its business and to execute, deliver, and perform this Contract. Each party warrants to the other that the signature to this Contract have the legal power, right, and authority to enter into this Contract and to bind each party.

CITY OF MANTECA

By: _____
Gary Singh, Mayor

ATTEST:

By: _____
Cassandra Candini-Tilton, City Clerk

APPROVED AS TO FORM:

By: _____
Kousha Mckeenejad, Deputy City Attorney

CONSULTANT

By: _____
Title: Regional Operations Manager

EXHIBIT A

Scope of Work/Consultant Proposal



**MAINTENANCE
& TREE SERVICE**

NORTH VALLEY BRANCH

1171 Partee Lane, Ceres, CA 95307

**PROPOSAL FOR:
GENERAL PARKS MAINTENANCE
RFP Number: 2026-P121**

Serving California through regional branches in
Bakersfield | Buellton | Ceres | Clovis | Santa Ana



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April 29, 2026

City of Manteca
Parks Department
1001 W. Center Street
Manteca, CA. 95337

RE: RFP General Parks Maintenance

TO: Eric Dye *Public Works – Parks/ Golf Supervisor*

Enclosed is EMTS, Inc.'s (Elite) proposal for the above referenced project due April 30, 2026. Elite has well over 35 years of experience in the landscape industry and prides itself in offering superior quality work with undeniable work ethic. We are California Incorporated, and we have six main operating facilities throughout California and various satellite yards. We provide professional landscape management for multiple types of businesses, such as HOA's, health care, industrial, retail, and municipalities such as but not limited to Santa Barbara County, Fresno County, Kern County, City of Fresno, Clovis, Bakersfield, Modesto, Madera, Merced, Ceres, Solvang, Los Alamitos and Westminster.

Your assigned dispatch facility is located at 1171 Partee Ln, Ceres, CA 95307. All crews and management will be based here. Our Corporate office is located at 2972 Larkin Avenue, Clovis, CA 93612. Main Telephone number is (559) 292-2900.

For all communications during the bidding process, please contact:

Darin Sherlock | Regional Manager | 949.614.9148 | darins@eliteteamoffices.com
Luis Villarruel | Operations | 559.765.8560 | luisv@eliteteamoffices.com

If awarded, EMTS, Inc., will comply with all terms and conditions set forth in the RFP and obtain a business license with the City of Manteca prior to start of work.

The enclosed fees for services will be valid for a period of 90 days.

We understand how important it is to maintain a safe, sanitary and healthy living environment for the City of Manteca, your visitors and residents. Thank you for your consideration, I am looking forward to working with you and your team.

Sincerely,

A handwritten signature in blue ink, appearing to read "Darin", is written over a light blue circular stamp.

Darin Sherlock
Regional Operations Manager



2. Technical Approach

EMTS, Inc.(Elite) is dedicated to conducting business lawfully, Transparently, and in good faith with all stakeholders.

Elite is committed to upholding the highest standards of ethical conduct, integrity, and professionalism across all operations and client engagements. Our ethical framework is supported by formal policies, structured training, and consistent leadership oversight to ensure every team member adheres to expectations that promote fairness, safety, and accountability

Key behaviors that define what is important for Elite: Adaptability, Integrity, Perseverance, Teamwork

All elements of the RFP have been reviewed, thoroughly examined and understood and we are capable of performing quality work to achieve the objectives of the City and with the frequencies set forth by Appendix D. Staff are trained and ready to expertly perform the following svc:

- Turf Mowing and Edging
- Litter and debris cleanup
- Blowing and Cleaning Hardscape

We are headquartered in Clovis and our local and primary reporting and dispatch location will be our North Valley / Ceres yard at 1171 Parteen Ln., Ceres, CA 95307. We did not assume routine use of City facilities for daily crew reporting or material staging unless specifically authorized by the City. Crews would report to the Ceres yard for pre-trip inspection, loading, fueling, and dispatch. Maintenance trucks, trailers, irrigation service trucks, and daily-use materials would stage from that location.

We will strategically assign crews and customized routes, supported by the communications flow chart *attached* to ensure seamless coordination and accountability. Our approach prioritizes efficiency and quality by implementing well-planned, single-visit daily routes that bundle all weekly tasks—minimizing disruption while maximizing productivity.

Predicted rains storms are observed and the personnel initiate preparations by inspecting localized drains and ditches and clearing any that are blocked. During the rain the client is contacted for new task approvals such as fallen branches or urgent hazard removal, and crews will adjust to fit the developing needs. 24/7 Emergency Contact is always available to the client.



3. Experience and Qualifications

From humble beginnings of what was once a small home-based landscape maintenance company in 1987, EMTS, Inc. (Elite) reached higher ground with municipality projects and incorporated in 1995. Today we have a team of 350+ employees and fleet of 1,000 vehicles. We are headquarter in Clovis and our local and primary reporting and dispatch location would be our North Valley / Ceres yard at 1171 Parteen Ln., Ceres, CA 95307.

We have in-house site development expertise in multiples areas to manage, turf var. and California natives, irrigation systems, watering conditions, erosion control, chemical application, fertigation, arbor care, weed abatement, pest eradication, pressure washing and porter services. We possess all the necessary licensing requirements, CSLB# 911565 With C27, C49 and B category, DIR registration 1000008208, Gardener Pest Control License, QAL Management, OSHA Certified Safety Management, Certified Arborist and the capability to fulfill the Insurance criteria and coverage amounts.

We operate with minimal corporate overhead; this means more cost savings to you and faster reaction to your concerns and requests. Currently our Maintenance Division's workload is \$38 Million; over 40% is a result of Public Works contracts and 60% is private, commercial and HOA contracts respectively.

Equipment

Our crew will possess the most current and up-to-date tools available, as to best service this project. Our crew will have a fully stocked Ford F-250 truck, complete with shovels, brooms, pitch forks, rakes, pruners, wheelbarrow, hoes, chainsaws, leaf blowers, burlaps, etc. to manicure each site thoroughly. We will equip some of these trucks with trailers that will hold our mowers. Our shears, trimmers, mowers, and blades are constantly sharpened for the best cutting edge possible, to not damage the plants or transfer pathogens. To ensure timely management, should a piece of equipment fail our crews have access to both our mobile and in-house mechanic to make the necessary repairs as well as access to our in-house equipment rental service, Lokes, to prevent any services from stalling and fulfill extra work if any additional heavy equipment is needed.



Service Regions



Support Offices		
1	Lincoln	2540 Athens Rd, Lincoln CA 95648
2	Citrus Heights	8100 Sunrise Blvd, Citrus Heights, CA 95610
3	Visalia	725 N. Plaza Dr. Visalia, CA 93291
4	Paso Robles	212 Easy ST., Paso Robles, CA 93446
5	Solvang	1130 Mission DR., Solvang, CA 93463
6	Santa Ynez	3950 Baseline RD., Santa Ynez, CA 93460
7	Santa Barbara	1405 Firestone RD., Santa Barbara, CA 93117
8	Goleta	700 Technology DR., Goleta, CA 93117
9	Lancaster	2060 W Ave J8 Lancaster CA 93526

Regional Branch Offices		
	North Valley	1171 Pardee Lane, Colton, CA 95307
	Central Valley	2972 Larkin Avenue, Clovis, CA 93612
	Central Coast	240 East Hwy 246 #104, Buellton, CA 93427
	South Valley	2700 Larson Lane, Bakersfield, CA 93304
	Orange County	2200 S. Fairview Street, Santa Ana, CA 92704
	Bay Area	365 Woodview Ave. Ste 700, Morgan Hill, CA 95037

References

City Of Roseville

Project: Landscape Maintenance of City Parks
Address: 316 Vernon Street, Suite 400, Roseville, CA 95678
Contact: Eric Dexter
Email: EDexter@roseville.ca.us
Phone: 916-746-1769
Term: January 1, 2025 - Present
Contact Value: \$2.1M/Annual
Scope: Landscape Maintenance that cover over 110 acres inclusive of all city streetscapes and operations yards, Fire Stations, and other city buildings. Parks have slowly been added to our contract as the city expands and renovates and we have answered the call by bringing in more crew personnel and vehicles. Our services encompass various landscaping services including irrigation system management, water management, chemical application by qualified and certified techs, complete turf management, waste removal, all plant pruning and weed eradication.

City Of Tracy

Project: Streetscape, Parks, & Channelway Landscape Maintenance
Address: 333 Civic Center Plaza, Tracy, CA 95376
Contact: Greg Gonser
Email: Greg.Gonser@cityoftracy.org
Phone: (209) 831-6243
Term: January 1, 2026 - Present
Contact Value: \$1.7M/Annual
Scope: Professional landscape maintenance services of approximately 240 acres of landscape, including turf, shrubs, and groundcover with specialized maintenance of streetscapes, medians, channelways, and specially funded parks.

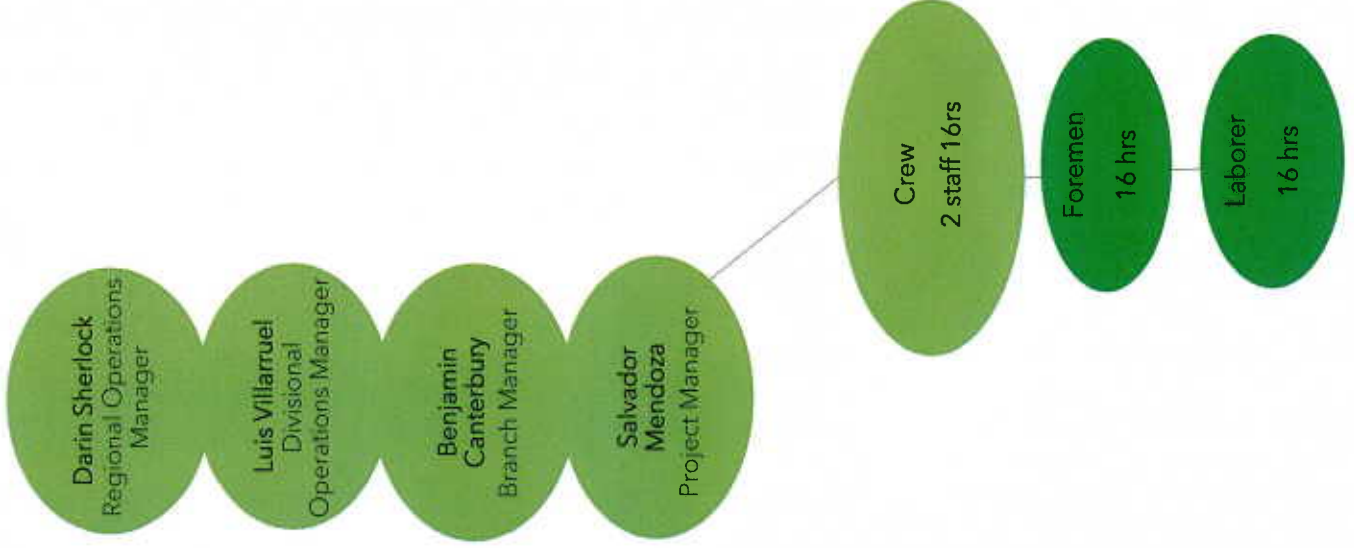
City Of Merced

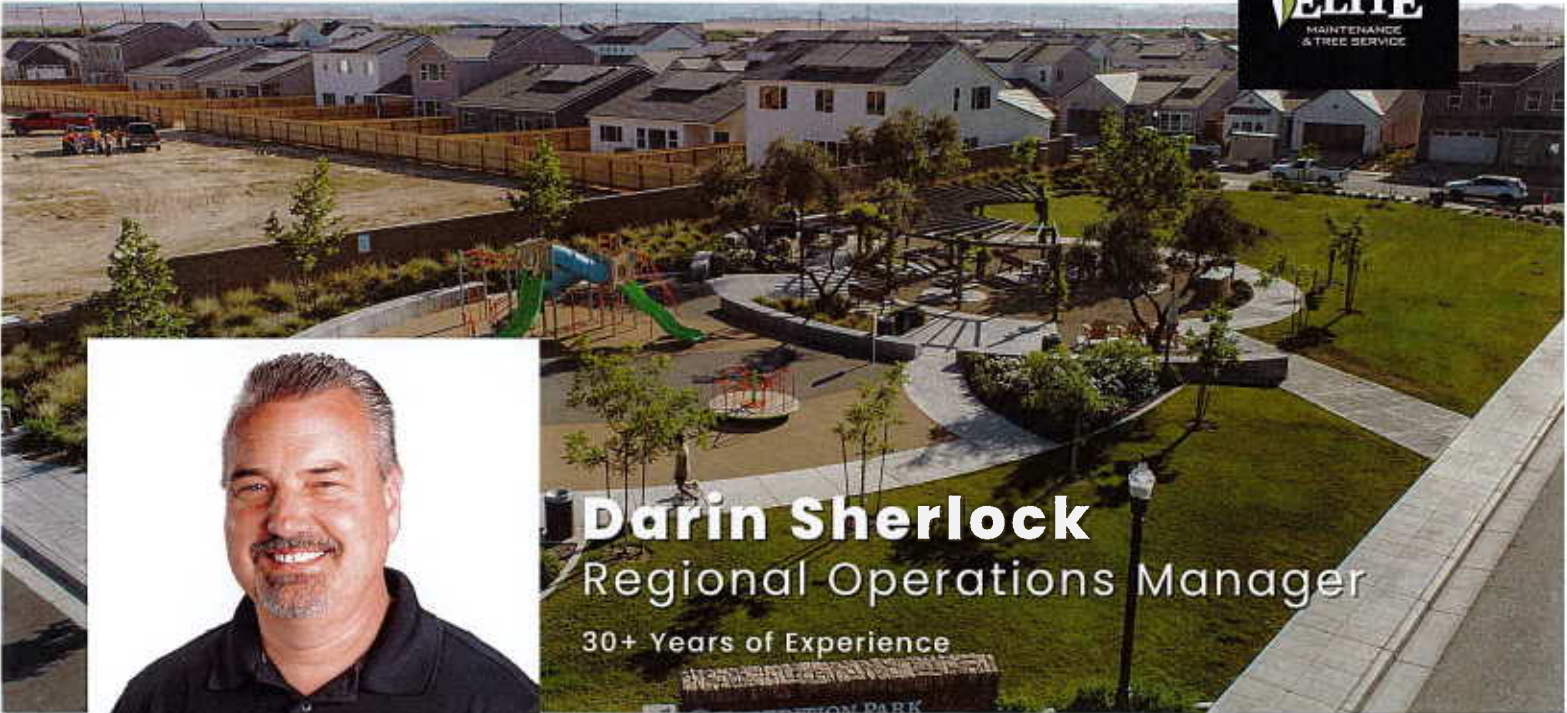
Project: Landscape Maintenance of Community Facilities Districts
Address: 1776 Grogan Avenue, Merced, CA 95341
Contact: Stacy Hicks
Email: HicksS@cityofmerced.org
Phone: 209-504-0577
Term: July 1, 2021-June 30, 2026
Contact Value: \$282,310/Annual
Scope: Performed maintenance, inspection, repairs, and winterization of irrigation systems, weed control, disease and pest control, pruning of shrubs, trees, groundcover, litter removal, fertilization, replacement of plant material, turf maintenance, including mowing and edging, groundcover maintenance, traffic control, and dust control maintenance.



CITY OF MANTECA

Weekly & Bi-Weekly Labor Flow Chart





Darin Sherlock
Regional Operations Manager
30+ Years of Experience

Professional Experience

Darin' got his start in the beverage industry working in customer service, merchandising, and sales. His understanding of the product and sales funnel made him a perfect fit as Operations Supervisor. In 1998, he became a sales manager in the auto industry to balance his passion for both sales and operations.

After eight years, Darin ventured into consultant work. Which proved so lucrative he was convinced to join the landscape industry in 2007. This introduction led to the rest of his career. Darin's resume encompasses fertigation, business development, and operations and branch management.

Darin built crews and relationships over his fifteen years in the industry. This allowed his growth plan to deliver \$20+ million in services. In 2022, Darin transitioned to EMTS as Regional Operations Manager, and he combines his passion for developing relationships and maximizing efficiencies as Regional Operations Manger for EMTS, EPL, and ELC.



Riverstone Expedition Park, Madera , CA



Luis Villarruel
Divisional Operations Manager
10+ Years of Experience

Professional Experience

Luis' family owned a residential landscape maintenance company that introduced him to the landscape industry. Over the weekends, Luis shadowed his dad to learn about the business before transitioning into providing maintenance. Luis worked alongside his family for eight years before deciding to join a national landscape provider as an Enhancement Foreman.

Luis was dedicated to the trade, in lieu of college, and in 2018 was promoted to Irrigation Tech, where he earned his QWEL certification, then to Account Manager. In 2022, Luis switched companies to become a Branch Manager which led to his recent move to EMTS Divisional Operations Manager.

Joining EMTS required relocation to the Central Valley and adapting to a new culture, both of which were what captured Luis' attention in the first place. His belief in the growth opportunities provided by the landscape industry is what makes him such a great fit to serve EMTS' team and clients.

Certifications

- QWEL - (Qualified Water Efficient Landscaper)



Costco, Clovis, CA



Benjamin Canterbury
Branch Manager
25+ Years of Experience

Professional Experience

Upon graduating high school, Ben got a landscape maintenance job at a Country Club. After three years, Ben changed careers to expand his knowledge. He welded/paved for two years before establishing it was time to return to landscape.

Ben joined a construction and maintenance company where he started as a laborer and was quickly promoted to Foreman, building schools and operating equipment. This cemented Ben's passion for the industry. After seven years, he was promoted to Service Tech then Maintenance Supervisor, and spent 10 years troubleshooting and managing large contracts.

In 2019, Ben became an Account Manager and covered the Fresno to Sacramento area. After two years of consistent travel, Ben joined EMTS to be a part of a team while being close to home. Ben's work with his crews to maintain the Northern Valley's landscape lead to his promotion to General Manager.

Certifications

- First Aid/CPR Certified



Savemart Center, Fresno, CA



Salvador Mendoza
Account Manager
20+ Years of Experience

Professional Experience

Salvador has invested his entire career to the landscape industry since he was 17-years-old. In 2002 Salvador was hired as a Maintenance Labor in a local landscape company where within a year of starting he got promoted as a Foreman. Salvador lead a three-man size crew for a couple of years which helped him develop a wider understanding of labor and planning. This paved the way to his promotion as a field supervisor giving him the opportunity to interact and build strong relationships with clients.

After 18 years with the same company Salvador decided to make a change and establish his own landscape business. His extensive experience in the landscape industry, from commercial to municipality projects and his great ability to relate with customers came to be of use for growing his business. In 2022 Salvador decided to sell his business and join EMTS, starting as a Field Supervisor to later transition into Account Supervisor.

Certifications

- Rainbird Irrigation Tech
- Rainbird Landscape Irrigation Design
- Rainbird Efficient Irrigation Scheduling



Expedition Park, Madera, CA



Micheal Schutz
Chemical Application Manager
20+ Years of Experience

Professional Experience

Michael Schutz is a highly motivated and goal-oriented professional with extensive experience in management and customer relations. Beginning his career as a lawn technician at Weed Man, he advanced to General Manager, demonstrating exceptional skills in sales, customer service, and product application. In this role, he oversees multiple departments and a team of over 30 people, significantly contributing to the company's growth, with revenues exceeding \$3 million. Additionally, Michael revitalized Pro Turf, transforming it from a struggling company on the brink of bankruptcy into a profitable business with a robust customer base and strong team.

Michael holds a degree in Turf Grass and Ornamental Management from Georgia University and has taken various classes in agronomy, landscape architecture, botany, business management, marketing, artistic design, and graphic design from Cal Poly, Cuesta, and Central Coast. He has also consulted for Evergreen Landscaping and Preferred Landscaping, offering expertise in employee management, product applications, and scheduling.

Education

- Degree in Turf Grass and Ornamental Management

Certifications

- QAL - (Qualified Applicators License)



Cal Armenian Homes, Fresno, CA



Ian Ashby
Regional Arborist
10+ Years of Experience

Professional Experience

Ian began his career in emergency medical services with American Ambulance, where he worked as an EMT and later as a paramedic. This experience honed his leadership skills and ability to perform under pressure in high-stress environments.

In 2018, Ian transitioned to the forestry and natural resource sector, working as a Wilderness Ranger Intern with the USDA Forest Service. He gained valuable experience in trail maintenance, wildlife surveys, and environmental restoration, which sparked his interest in tree care and vegetation management. He furthered his education in Natural Resources at Reedley College, completing coursework in Silviculture, Forest Measurements, and Wildland Firefighting.

In August 2023, Ian joined ACRT as an ISA Arborist Utility Pre-Inspector and Area Safety Representative, where he leads vegetation management efforts to ensure wildfire safety and plant health. In 2024, Ian took on his current role as a Tree Specialist at Elite Maintenance and Tree Service, applying his expertise to evaluate and maintain trees, lead safety efforts, and ensure high-quality service in landscape maintenance and tree care.

Education

- Associate of Science Degree

Certifications

- Arc GIS and ESRI software
- Wilderness First Responder



Cal Armenian Homes, Fresno, CA



Todd Hollis
Regional Quality Control Manager
4+ Years of Experience

Professional Experience

In 2021, Todd joined EMTS as a spray tech, where he learned the quality standards expected at the company. He later transitioned into Quality Control, allowing him to deeply understand EMTS's commitment to delivering high quality landscape projects. His role in quality control also enabled him to work closely with the safety team, enhancing his awareness of the daily hazards faced. Todd took several OSHA courses to further improve his safety awareness.

Currently, Todd works as an equipment manager for EMTS, which involves direct involvement with the maintenance crews and the equipment used. His previous experience in quality and safety allows him to effectively manage the fleet, ensuring it runs optimally and safely. Todd is known for being a team player with a leadership qualities, excellent communication skills, strong problem-solving ability, attention to detail, and attentive customer service skills.



Tachi Palace Casino Resort, Lemoore, CA



4. Proposer's Staff

EMTS, Inc. certifies that any employee assigned to work specifically in a confidential area has or will pass a criminal background check. EMTS, Inc. will be responsible for payment of background checks & security screenings.

Appendix B

Proposer Information Form

General Information

Business Name: EMTS, Inc. dba Elite Maintenance & Tree Service

Business Type:

Corporation (State of Incorporation S) Partnership

Sole Proprietorship Other: _____

Business Federal Tax ID Number: 26-0860415

DIR Number: 1000008208 subcontractor Y/N N

Corporate Headquarters

Address: 2972 Larkin Avenue, Clovis, CA 93612

Local Office (If Applicable)

Address: 1171 Partee Ln, Ceres, CA 95307

Authorizing Contact

Name: Darin Sherlock Title: Vice President

Telephone: 559-292-2900 Mobile: (949) 614-9148

Email: darins@eliteteamoffices.com

Primary Contact

Name: Luis Villarruel Title: Divisional Operations Manager

Telephone: 559-292-2900 Mobile: (559) 765-8560

Email: luisv@eliteteamoffices.com

Important! - If you will be using subcontractors, please use this form to attach contact information and DIR numbers for each.

Appendix D

Proposal Pricing Sheet

Parks General Maintenance - Total Acreage: 26.6 acres of Parks

Full service – See Scope of Work for Details: Trash, Trim/ Edge, Mow, Blow

Description	Year 1	Year 2	Year 3
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Weekly

Mowing to be completed in the months listed below

March–November	March–November	March–November	March–November
9 months of the year	\$53,208.00	\$55,868.40	\$57,544.47
Monthly Cost:	\$5,912.00	\$6,207.60	\$6,393.83

Bi-weekly

Mowing to be completed in the months listed below

December–February	December–February	December–February	December–February
3 months of the year	\$20,904.00	\$21,949.20	\$22,607.67
Monthly Cost:	\$6,968.00	\$7,316.60	\$7,535.89

Annual Total Cost:	\$74,112.00	\$77,817.60	\$80,152.14
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Company Name EMTS, Inc. dba Elite Maintenance & Tree Service

Name of Authorized bidder Darin Sherlock - Vice President

Phone Number O: 559-292-2900 | D: 949-614-9148

DIR Number 100008208

**should additional parks be added, cost will be adjusted accordingly*

EXHIBIT B

CERTIFICATE OF COMPLIANCE WITH LABOR CODE § 3700
[Labor Code § 1861]

I am aware of the provisions of Section 3700 of the Labor Code which require every employer to be insured against liability for workers' compensation or to undertake self-insurance in accordance with the provisions of that code, and I will comply with such provisions before commencing the performance of the work of this contract.

CONSULTANTS

By: _____
Regional Operations Manager

EXHIBIT C

Payment Schedule

ATTACHMENT C
PAYMENT SCHEDULE

Contractor will work with the Facilities Maintenance staff to determine appropriate scheduling; billing will be issued upon completion of work.